A

DEFENCE

Of the REMARKS

OF THE

Plymouth Company,

On the Plan and Extracts of Deeds publiſhed by the Proprietors (as they term themſelves) of the Townſhip of *Brunſwick.*

BEING

A Reply to their Anſwer to ſaid REMARKS, lately publiſhed, according to their Vote of *March* 28. 1753.

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PREFACE.

THIS Reply was undertaken in April *laſt (when the* Brunſwick Proprietors *Anſwer firſt appear'd) and a conſiderable Progreſs was made therein: but the Writer's ill State of Health obliged him to diſcontinue it for near three Months.*

This Delay has given the ſaid Proprietors the Opportunity and Satisfaction of boaſting, that their Anſwer was unanſwerable: *but we think the contrary manifeſt in what follows; which we ſubmit to the Judgment of the unprejudiced.*

Boſton, *Auguſt* 22.
1753.

A

DEFENCE &c.

THAT a good Cauſe ſtands in no Need of indirect Means to ſupport it; and that ill Language in managing a Controverſy proceeds from a want of ſomething better to offer; is an Obſervation that may be applied very aptly to the *Brunſwick Proprietors*; for they have uſed very indirect Means to ſupport their Cauſe: and in their Language taken the moſt indecent Liberties. But the Obſervation furniſhes them with ſome Sort of Excuſe, that their Cauſe is bad, and they have nothing better to offer. This is the beſt Excuſe that can be made for them, tho' in their Preface they aim at another; where, acknowledging the *Indecency*, *Incivility*, *Acrimony*, and *Uncourtlineſs of their Anſwer*, they ſay, by way of Apology, that we led the Way. But this, like many other of their Aſſertions, is contrary to Truth. Indeed, in one or two Paragraphs of our Remarks, the Expreſſion was a little pointed; which was occaſioned by their groſs Reflections on the *Plymouth Company* in their Vote accompanying their printed Plan and Extracts; in which they charge us with *deceiving and deluding the unwary and ignorant:* So that they themſelves were the firſt Aggreſſors, and therefore, even in their own Judgment, muſt ſtand condemned for the Scurility and abuſive Language, which their Pamphlet abounds with One Thing indeed we blame our ſelves for, which is, that we ſhould even ſeem to follow their low Example.

After having given a full vent to their Spleen, which poſſibly might have been of ill Conſequence to them, had they entirely ſtifled it; they begin with repeating what they had before declared in their firſt Performance, that it was not only their pretended, but real Deſign, "to open the Eyes of People, and to undeceive "thoſe who had been deluded by the *PlymouthCompany*." And to effect it, they *now* ſay (for it ſeems they are conſcious that all they had hitherto ſaid had not effected it) "That the *Plymouth Company* either by their Exceſs of Avarice and Ambition, "or by the Inſolence and Violence of their Natures, or perhaps by a meer Con-"tempt of their Adverſaries, were put upon the moſt flagrant Actions, directly "againſt Law; and ſuch as will one Day lay them open to the Vengeance due to "ſuch Behaviour. Theſe are notorious Facts, done not ſecretly but openly—"taking every poſſible Advantage of the Inhabitants of *Sagadahoc* and *Kennebeck*-

" *Rivers*, &c. *Some* they threatned to turn out of their Poſſeſſions, others they " flattered with Promiſes to warrant their Lands to them: of *ſome* they procured " Money or Securities for it, to quiet them in their Poſſeſſions; and *all* they " promiſed to indemnify againſt all Perſons whatever, if they would acknowlege " their Title——" And in ſhort, that *the moſt ſhocking Havock and Devaſtation* " was committed on the People's Lands, by thoſe who had been encouraged by " the *Plymouth Company*." —And a great deal more of the like Rant.

But the Improbability of all this appears by what they have ſaid in the ſame Paragraph, " That the Proprietors of thoſe Lands, ſpent their Time and Subſtance " upon the *Plymouth Company's* Agents; and happy was the Man who could " ſooneſt ingratiate himſelf with them—That the Bulk of the People in thoſe Parts " received Law from the ſaid Company's Agents—and that they greedily imbibed " whatever came from ſaid Agents."— Is this the Behaviour of Men, who have been threatned to be turned out of their Poſſeſſions, who have had Money extorted from them, who have had their Lands waſted and deſtroyed, who have had every poſſible Advantage taken againſt them? Is this the Behaviour of Men towards thoſe who have been the Inſtruments of ſuch Cruelty to them; the Inſtruments of ſuch *ſhocking Havock and Devaſtation?* The bare Queſtion carries along with it a Refutation of the Scandal?—Sorry we are for their own Sakes, that theſe Gentlemen give themſelves ſuch a Latitude of Speech, that they indulge ſuch a Diſpoſition to Scandal, tho' at the ſame Time we cannot help Laughing at their Inconſiſtency.—The Truth is (and it is eaſily collected from their Repreſentation of the Caſe thus placed in its proper Light) that the People at the Eaſtward had a good Opinion of the *Plymouth Company's* Title; and knowing their own Tenure precarious 'till confirmed by the ſaid Company, voluntarily applied to them for a Confirmation.

Having thus repreſented the *Plymouth Company* guilty of theſe unwarrantable Proceedings, and every Body elſe ſitting ſtill, " At length the *Brunſwick Proprie-* " *tors* being Owners (ſay they) of a large Tract of Land took the Alarm; and " being poſſeſſed of more Papers which relate to the Eaſtern Titles than perhaps " any other Company, reſolved to publiſh ſomething to give the People an Idea " of the *Plymouth Company's* Title." And ſo go on giving Reaſons why they publiſhed their Plan and Extracts from the 4th to the 6th Page; wherein are only two Things obſervable. The firſt is " their Opinion that the Reaſon we decry " Indian Deeds ſo much, is from a Perſwaſion of the Inſufficiency of our own. " If we had any Opinion of them, they aſk, why we did not produce them, be- " fore the honourable Committee of both Houſes, who are appointed to examine " by what Title any of the Engliſh hold Lands of the Indians above *Richmond*."— As to Indian Deeds, we never did decry them in the Groſs; tho' we have always decried theirs, and ſuch as theirs, and always ſhall; but no Body but the *Brunſwick Proprietors* can think *that* a Reaſon why we ſhould look on our own as inſufficient. As to their Inſinuation, that we did not produce our Indian Deeds befor the honourable Committee, it is falſe; and we wiſh they did not know it to be ſo at the Time of their Writing.

The

The ſecond Thing obſervable is, "That ſome, they ſay, who hold under their "Claim, are in a fair Way to eſtabliſh it without their Aſſiſtance, and would "have done it e're now, if the *Plymouth Company* had dared to have come to a Trial."

How fair a Way they are in to eſtabliſh their Title we don't know; but this we know, that they fail'd in their firſt Attempt; and we have Reaſon to think their future Attempts will ſucceed no better. They might have flouriſhed upon this Head, and aſk'd, why we abated the Writ brought againſt us, and did not ſuffer the Action to be tried upon the Merits of the Caſe? This Queſtion has been put by others, and for their Satisfaction we ſay in Anſwer: That if the Action had been tried, and had gone againſt the Plaintiffs, it would not have been deciſive, for being unqualified, and having no Right to bring the Action, its going againſt them could be no Bar to their renewing or bringing again the ſame Action, when they were qualified: Therefore the *Plymouth Company* abated the Writ, and by that Means ſaved the Expences of two or three Courts, whoſe Judgment in the Caſe would not have been deciſive, nor anſwer'd the Purpoſe of the *Plymouth Company*, even tho' it had been in their Favour. This was the Reaſon why the *Plymouth Company* did not ſuffer the Action to come to a Trial, and not becauſe they were fearful of the Conſequences of a Trial. As to the Action now depending, we Doubt not the Iſſue of it will be agreable to the Expectation of the *Plymouth Company*. "We covet no Perſon's Lands; all we deſire is to hold "our own, and that we will endeavour to do againſt the moſt daring Attempts of "the boldeſt Invaders, even againſt the"——*Brunſwick Proprietors.*

They have ſaid nothing to the Purpoſe, 'till they come to the 6th Page: But before we reply, we ſhall endeavour to analyſe their Performance (which is no eaſy Taſk, as it is ſo diffuſed and incoherent) that the whole of what they have attempted may appear at one View.

I. They endeavour to ſhow "that the *Plymouth Company*'s Patent-Tract begins "at the Mouth of *Cobbiſeconte*, and extends up the River *Kennebeck* to the *Falls at* "*Negumkike* where it terminates." As from the 6th to the 13th Page, which is by Way of Anſwer to our Remarks on their firſt Extract.

II. They acknowledge the Propriety of our Remarks on their 2d & 3d Extracts, but object to the Validity of our Indian Deeds: As in the 13th & 14th Pages.

III. They own our Remarks on their 4th Extract to be juſt: but make ſome *little* Obſervations on the Conſideration Money of our Purchaſe, and ſome *great* ones on that of their own. As from the 14th to the 16th Page.

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VII. They endeavour to prove that the *lower Part of Kennebeck River*, viz. that Part which lies between *Merry-Meeting* and the *Sea*, is called *Sagadahoc River*; as from the 27th to the 30th Page. And,

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VIII. They endeavour to prove that the Laws which we have produced reſpecting Purchaſes from the *Indians*, except that of 13th of *Will.* III. are impertinent to the Purpoſe for which we produced them, as in the 30th & 31ſt Pages.

It would have been more natural for the 6th & 7th Articles to have come directly after the *firſt :* But as they have thought otherwiſe, we ſhall reply to them in the Order they ſtand here. They endeavour to ſhew,

I. That the *Plymouth Company*'s Patent-Tract begins at the Mouth of *Cobbiſeconte*, and extends up the River *Kennebeck* to the Falls at *Negumkike*, where it terminates.

In Order to this they obſerve " That the *apparent Obſcurity* in the Patent ariſes, " partly from its being incumbred with many Synonymies, and partly from ſome " doubtful Expreſſions, doubtful they mean to thoſe only who deſign to take " ſome Advantage of them."

As to the Synonymies, whether an Incumbrance to the Patent, or not, is immaterial, the Senſe being equally clear with or without them.—The doubtful Expreſſions they take Notice of, are thoſe that follow, viz. *utmoſt Limits — which — towards the Weſtern Ocean.* Their Criticiſm on the two former is not only very dull, but very impertinent ; for they were not led to it by any Thing in our Remarks. Being ſenſible of the Impertinence of it, to excuſe themſelves (they ſay) in a Marginal Note " That there had been handed about a Manuſcript call'd *The* " *State of the Caſe relating to the Kennebeck Propriety*, from which they have taken " the Explanation of *utmoſt Limits*, and the Word *which* abovementioned." *The State of the Caſe* refer'd to was drawn at the Requeſt of a Gentleman who did not then belong to the *Plymouth Company*, and the Explanation in it (which was according to the Opinion of the Gentleman who drew it) whether true or falſe, is no more the *Plymouth Company*'s Explanation, than that which has been given by the *Brunſwick* Proprietors : So that the Charge of Impertinence ſtill remains againſt them. The only Reaſon, we believe why they quoted ſaid *State* was, that they might have an Opportunity of ſhewing their Reading about the Origin of Rivers ; which they firſt trace from Springs thro' Brooks and Rivulets ; and then through Rivulets and Brooks up to Springs. We recommend to them in their next Performance to enquire whence Springs originate, and then perhaps we may have the Origin of Rivers compleat.

Their Skill at Criticiſm appears by what they have ſaid on the firſt doubtful Expreſſion *utmoſt Limits*. " We are well aware (ſay they) that the *Plymouth* " *Company* have been taught that the Words *utmoſt Limits* when ſpeaking of a " River, mean it's remoteſt Part, *it's Source :* But pray tell us, how comes it's " remoteſt Part to mean it's Source ? May not it's Mouth conſider'd as Relative " to it's Source, be with equal Propriety called it's remoteſt Part ; as it's Source " conſidered with Relation to it's Mouth be called it's remoteſt Part ? Certainly " it may. We mention this to ſhow, that this concludes as ſtrongly againſt their " Suppoſition as for it ; and therefore there is nothing at all in it."

Having thus *clearly* ſhewn that the Words *utmoſt Limits* when ſpeaking of a River may mean not only it's Mouth, *but Source* alſo ; they offer a Reaſon why *the ſame Words* muſt mean a River's Mouth, and *not it's Source :" What can be more conſiſtent than this !* And the Reaſon is, " becauſe the Mouth of a River is

" always

" always more obvious than it's Source."— Suppoſe we ſhould ſay, on the contrary, that the utmoſt Limits or remoteſt Part of a River means it's Source or Head, and give this as a Reaſon, " *becauſe the Mouth of a River is more obvious*, or is generally better known *than it's Source* ; we apprehend the Reaſon would be good, for the utmoſt Limits or the remoteſt Part of a River is generally underſtood as Relative to that Part moſt obvious or beſt known, which in the Caſe before us is acknowledged to be the Mouth of the River : So that the Reaſon they offer concludes directly againſt them. A notable Collection this of Inconſiſtence and Contradiction ! Then they go on to give a Reaſon why the Mouth of a River is always more obvious than its Source ; " for the Source is very often concealed, becauſe " generally ſpeaking Rivers originate from Springs, and a Multitude of theſe uni- " ting form themſelves into Brooks, theſe Brooks into Rivulets, and theſe laſt into " a River ; or thus follow the Courſe of a River from it's Mouth upwards, and it " divides itſelf into Rivulets, purſue theſe, and they branch out into Brooks, and " theſe again, and you'l find they reſolve themſelves into Springs." To this Account we would add, that Springs are ſupplied by condenced Vapours ; and the Source of theſe is the Ocean : from whence we will bring an Argument in our own Favour, which every Body but the *Brunſwick* Proprietors will have a Right to laugh at ; but they with no Modeſty can. *viz.* The utmoſt Limits of a River mean it's Source ; it's Source turns out to be the Ocean : Therefore *utmoſt Limits* in our Patent mean the Ocean.— And thus we have the Ocean for one of our Boundaries. This Argument is *ad Hominem*, or upon their own Principles, and is nothing more than a wretched Quibble upon the Word *Source*, which they ought to be aſhamed of. Upon the whole therefore, " it follows, that it is much more " probable to ſuppoſe that *utmoſt Limits* when ſpeaking of a River, muſt mean " *not it's Mouth*, but *it's Source*" or Head.

The next doubtful Expreſſion they take Notice of is the Word *which*, immediately following *Cobbiſeconte*. That the Reader may ſee its Connection, we will recite the Deſcription of the Patent Tract, *viz.* " All that Tract of Land or Part " of *New-England*, which lieth within or between and extendeth itſelf from the " utmoſt Limits of *Cobbiſeconte which* adjoineth the River *Kennebeck* towards the " Weſtern Ocean, and a Place called the *Falls* at *Negumkike*, and the Space of " fifteen Engliſh Miles on each Side of the ſaid River *Kennebeck*, and all the ſaid " River *Kennebeck* which lies within the ſaid Limits & Bounds, and all Lands, &c. " within the ſaid Limits and Bounds or either of them, together with free Ingreſs, " Egreſs and Regreſs, with Ships, Boats, &c. from the Sea commonly called the " Weſtern Ocean to the ſaid River *Kennebeck*, and from the ſaid River to the ſaid " Weſtern Ocean."

" The Word *which* (ſay they) immediately follows *Cobbiſeconte*, in this Manner, " *the utmoſt Limits of Cobbiſeconte which*"— Nothing can be more plain than " that this Word is a relative Term, and muſt refer to ſome Antecedent ; but " *they have been inſtructed* that it refers to the *Tract of Land* and not to *Cobbiſeconte* " as it's *Antecedent*. We are aſhamed to deſcend to ſuch *Puerilities*, and nothing " could conſtrain us to it but the *Plymouth Company*'s being ſo puerile ; a *School-*

Boy

" *Boy* but juſt enter'd into his Accidence, would be *ſoundly and deſervedly whipped*, " ſhould he blunder at this Rate."

Be it known to theſe *Pedagogues* (for they talk like ſuch) that the *Plymouth Company* have given no ſuch Explanation of the Word *which*, whatever their Inſtructor may have done. Upon him therefore their Charge of Puerilities & Blundering, which deſerve a ſound Whipping, reſts. One would not expect that thoſe who charge others with Blundering, ſhould themſelves blunder at this Rate. — With Reſpect to our Inſtructor (as they are pleas'd to call him) he is a Gentleman of ſuch Reputation and Ability, that every one who knows him either Perſonally or by Report, would vote *them a ſound Whipping* for their unmannerly Reflection upon him: for upon him only it reſts.—He had very good Reaſon to ſuppoſe that the Term *which* refer'd to *the Tract of Land* and not to *Cobbiſeconte* River; for the Words connected with it are more properly applicable to Land than to a River, eſpecially the Ends of a River, viz. " *which adjoineth the River Kennebeck.*" It would be quite an unuſual Expreſſion to ſay (for Example) " *the Mouth of the* " *River Cobbiſeconte which adjoineth the River Kennebeck:*" But it is uſual and extremely proper to ſay " a *Tract of Land which adjoineth.*"— Here is nothing Puerile in this; and the *Brunſwick Proprietors*, if they had not been meer School-Boys (tho' they aſſume the Character of School-Maſters) might have ſeen it.

" The next Words (ſay they) which offer themſelves are theſe, namely (*Towards* " *the Weſtern Ocean*) which we will endeavour to explain and aſcertain the Senſe " of, and that with all poſſible *Conciſeneſs.*"

In order to be *conciſe* they recite ſeveral *long* Grants in which the Word *towards* is ſeveral Times mentioned, as *towards the North*; — *towards the Eaſt* &c. and with great Acuteneſs collect from them that " *towards the North, ſignifies Northwards*; *towards the Eaſt, Eaſtwards*," and therefore that " *towards the Weſtern Ocean* (mentioned in the *Plymouth* Patent *ſignifies Weſtern-Ocean-ward.*" For (ſay they) " the Diction or Mode of Expreſſion in the Grant to *Beauchamp* & *Leverett* " is the ſame with that in the Grant or Patent for the old Colony; and ſince it " was their Deſign to grant them to the Sea, they (*the Council at Plymouth*) bound " them *upon it towards the Eaſt*, or *Eaſtwardly*: In like Manner in the Grant to " the old Colony of *Plymouth*, of the ſaid Colony, *towards the North* ſignifies " *Northwardly*; and ſince their profeſſed Deſign was to bound ſaid Colony *upon* " *the Sea* or *Weſtern Ocean*, they are not at a Loſs for clear Expreſſions to this " Purpoſe, but directly, plainly, and without any the leaſt Obſcurity, bound them " *upon* the great *Weſtern Ocean, towards the Eaſt* or *Eaſtward*, not towards the Weſtern " Ocean. And it is a Suppoſition next to impoſſible, that in a few Lines after " when they come to the *Kennebeck* Grant, they ſhould be ſo puzzled as not to be " able to find apt Words to give them to the *Sea, if they deſign'd to do it*: Could " they not with the greateſt Eaſe have caſt their Eyes back upon the Grant for " the old Colony, and ſaid, *and the great Weſtern Ocean towards the South. But* " *the Truth of the Caſe is, they never meant the* Kennebeck *Grant ſhould extend further towards the Sea than the Mouth of* Cobbiſeconte. It follows therefore, by " parity of Reaſon (to confine our ſelves to the Grant for the old Colony) that " ſince Conahaſſet *towards* the North means Conahaſſet *Northward*, or that Co-

" nahaſſet

" nahaſſet is their *Northermoſt* Boundary &c. that Cobbiſeconte *towards the*
" *Weſtern Ocean*, muſt mean Cobbiſeconte *Weſtern Ocean-ward* or *Sea-ward*, or
" that they can approach no nearer the *Weſtern Ocean* or *Sea than Cobbiſeconte*;
" and conſequently *Cobbiſeconte* is their *lowermoſt* Boundary, and that they cannot
" by their Patent extend their Bounds one Inch below it *towards* the Ocean;
" and conſequently *it* extends *up* the River Kennebeck *only*. And then the
" *Grant* thus *naturally and rationally explained*, without uſing any Violence, or
" departing from the common Rules of Conſtruction will ſtand thus, *viz.* All
" that Tract of Land which lieth between the *Mouth* of *Cobbiſeconte*, *which ad-*
" *joineth* to the River *Kennebeck Seaward*, and *the Falls at Neguamkike*, and fifteen
" Engliſh Miles on each Side of the River *Kennebeck*, that lies within the ſaid
" *Limits* and *Bounds*, Eaſtward, Weſtward, Northward and Southward.—Can any
" Thing be more plain and clear? and muſt not People take *uncommon* Pains to
" obſcure this Grant?"

They have given here an Appearance of Probability that the Expreſſion *towards the Weſtern Ocean* means *Weſtern Ocean-ward* — not *to the Weſtern Ocean*: but it is an Appearance only; for the Deſign of the *Kennebeck* Grant (which appears in the Preamble thereto) manifeſts the contrary. The ſaid Preamble runs thus; " And *for-as-much* as they have no convenient Place either of *Trading* or " FISHING within their own Precincts, whereby (after ſo long Travel and great " Pains) ſo hopeful a Plantation may ſubſiſt, as alſo that they may be encouraged " the better to proceed in ſo pious a Work, which may eſpecially tend to the " Propagation of Religion, and the great Increaſe of Trade to his Majeſty's Realms, " and Advancement of the publick Plantation."

The Intent of the Grant (to quote *our Remarks*) appears then to be, to accommodate the *Plymouth Colony* with a ſuitable Place for *Trade*, and carrying on the FISHERY, and to give them *ſome Equivalent* for the long Travel and great Pains they had been at in making a Settlement, and to encourage them to perſevere therein: But an Inland Tract, or a Tract which does not include the Sea Coaſt, no Way anſwers the Deſign of *Trading*, and *carrying on the Fiſhery*; and to conſtrue the *Plymouth* Grant to convey an Inland Tract *excluding the Sea Coaſt*, is a Conſtruction which fruſtrates the Deſign of the Grant, and therefore againſt Reaſon. Beſides, it is a Rule in Law " that all Grants muſt have a favourable Conſtruction, and be ſo conſtrued as to make them operate, if poſſible, according to the Intent of the Parties, eſpecially where that Intent can be collected from the Inſtruments executed by them." It is a Rule alſo " That Grants ſhall be taken moſt ſtrongly againſt the Grantor, and moſt beneficial to the Grantees." If the Deſcription therefore of the Land granted be any Way dubious or uncertain, ſo as to admit of various Conſtructions, ſuch Conſtruction ſhall be received as is moſt favourable to the Grantees, and will render the Intent of the Parties, and the Deſign of the Grant effectual. As therefore the Intent of the *Plymouth* Grantors is fully expreſſed in their Patent, and as Grants are to be conſtrued in a Manner moſt beneficial to the Grantees, the *Plymouth* Grant muſt operate and be conſtrued accordingly: That is, *it muſt extend to, and be bounded on*, or *upon the Weſtern Ocean*:"—— It appears plainly then what the Intent of the *Plymouth Patent* was, namely to accommodate

the

thePatentees with a ſuitable Place for *Trade* and carrying on the *Fiſhery*; and that *that Intent* cannot be anſwer'd, but muſt be fruſtrated if the Sea-Coaſt is not included therein. All they have ſaid to the contrary hereof is intirely grounded upon this unſupported Aſſertion of their's, viz. " *The Truth of the Caſe is they* " *(the Council at Plymouth) never meant the Kennebeck-Grant ſhould extend further* " *towards the Sea than the Mouth of Cobbiſeconte.*"— This is the very Thing they ſhould have proved; and this they muſt prove before any one can admit of their Conſequences, viz. " and conſequently *Cobbiſeconte is their lowermoſt Boundary*; and " that they cannot by their Patent extend their Bounds one Inch *below it towards* " *the Ocean*; and conſequently that it extends *up* the River Kennebeck *only.*"

Having thus taking for granted what they ought to have proved, they proceed to draw another Conſequence, " And then the Grant thus naturally and rationally " explained, *without uſing any Violence, or departing from the common Rules of* " *Conſtruction*, will ſtand thus, *viz.* All that Tract of Land which lieth between " *the Mouth of Cobbiſeconte* (*which adjoineth* to the River Kennebeck) *Seaward*, " and the Falls at Neguamkike; *&c.*"

We would take Notice here, that we have proved above that the Term *utmoſt Limits* of *Cobbiſeconte*, does not mean *the Mouth of Cobbiſeconte*, but it's *Source* or *Head*; and that thoſe Words of the Grant cannot be explained otherwiſe, *without uſing Violence, and departing from the common Rules of Conſtruction*; and accordingly they are reduced to an Abſurdity & Contradiction in attempting to explain them otherwiſe. — Let us ſubſtitute then in *their* Deſcription the Expreſſion *Head of Cobbiſeconte*, in the Room of *Mouth of Cobbiſeconte*, and ſee how it will run then, *viz.* " All that Tract of Land which lieth between the *Head of Cobbiſeconte* (which " adjoineth the River Kennebeck) *Seaward*, and the *Falls* at *Neguamkike.*"— *Head of Cobbiſeconte Sea-ward*—Nothing can be more abſurd, *for the Head of Cobbiſeconte is many Miles further from the Sea, than Neguamkike.*— " Can any Thing be more " plain and clear? And muſt not theſe People take uncommon Pains to obſcure " the Intent and Deſign of the *Plymouth-Grant?*

They go on and ſay, " That the *Council never intended* to grant them to theSea, " will further appear (*it has not appear'd yet*) if another Clauſe in their *Kennebeck-* " Grant be conſidered, which they have with great Ingenuity omitted; namely, " with free Ingreſs, Egreſs, and Regreſs with Ships, Boats &c. *from the Sea* com- " monly called the Weſtern Ocean *to the ſaid River* called *Kennebeck*, and *from* " *the ſaid River to the ſaid Weſtern Ocean.*" " Is not this marvellous, upon their " Suppoſition, firſt to grant them a River to the Sea, and then Liberty to enter " into it at the Sea, and go up with their Veſſels, and then Liberty to go down " the ſame to the Sea?"

We apprehend there is nothing marvellous in it, when it is conſidered that it is no unuſual Thing for the ſame or like Expreſſions to be found in Deeds wherein Rivers and the Lands bordering upon them are deſcribed and conveyed: they ſerve to convey more fully the Intention and Deſign of the Parties; or (to ſay the worſt) they are like many Expreſſions in all Deeds, redundant. — We ſhall give one Inſtance from our Province Charter, (Page 3.) where a Grant is made of the Province and " of all Havens Ports *Rivers Waters* &c. within theBounds thereof;

And

And (a few Lines after) free Liberty of Fiſhing in or within any of the *Rivers* and *Waters* within ſaid Bounds."——Here is a Grant of the Rivers and Waters within the Bounds of the Province, and then of a Liberty of Fiſhing in any of the Rivers and Waters within ſaid Bounds.—— "Is it not marvellous (*to Reaſon in their Manner*) firſt to grant the Rivers and Waters, and then Liberty to fiſh in thoſe Rivers and Waters. From hence it follows, that the Rivers and Waters were not granted, but only a Liberty of fiſhing in them."—— Who does not ſee that the Liberty of Fiſhing is ſuperfluous, and only a redundant Expreſſion? And who does not ſee the Weakneſs of concluding therefrom that the Rivers and Waters were not granted?——

And now let us aſk, Whether it can be imputed to any Thing but their Dulneſs, (for we will ſuppoſe them honeſt) that they bring this as an Argument why the *Plymouth Council never intended* to grant us to the Sea? The long String of other Conſequences tyed to this Clauſe, only affords a further Confirmation of their Dulneſs.

They then proceed (having ſaid Nothing to the Purpoſe for near two Pages) to quote from our Remarks what we have quoted above, *viz.* "That the "Word *towards* (the Weſtern Ocean) is Synonimous or has the ſame Meaning "with *on* or *upon* (the Weſtern Ocean) will appear in this Caſe at leaſt probable, "if the Deſign and Intent of the Grant be conſidered: The Preamble to "which in the *Plymouth*-Patent runs thus; And for as much as they have "no convenient Place either of *Trading* or *Fiſhing* within their own Precincts "(the old Colony of *Plymouth*) whereby after ſo long Travel and great Pains, "ſo hopeful a Plantation may ſubſiſt, &c."

"It has been fully ſhewn (ſay they) by what has been already ſaid, "that the Word *towards*, does not ſignify that their Courſe from *Cobbiſe-*"*conte* muſt be down the River *Kennebeck*, but ſignifies *only* that *Cobbiſeconte* "is their extreme Boundary next the Sea, or that they could proceed *no* "*farther* than *Cobbiſeconte towards the Sea*; which makes it altogether un-"neceſſary to take any Notice of what they ſay concerning it's being Synonimous "to *on* or *upon*, neither will the Preamble to their *Kennebeck-Grant* ſerve to "ſupport this Suppoſition."

We have proved (above) the Reverſe of what they here declare; and therefore it will be abſolutely neceſſary for them to take ſome Notice of what we ſaid concerning the Word *towards* "that it has the ſame Meaning in this Caſe with the Word *on* or *upon*." But let us examine their Reaſon, why the Preamble to the *Kennebeck-Grant* will not ſerve to ſupport this Suppoſition. The Reaſon is, "becauſe in the Preamble 'tis ſaid, "For as much as, they have no con-"venient Place either of *Trading* or *Fiſhing* within their own Precincts, "the "Grantors accordingly proceed to make them ſome Compenſation for this "Deficiency; and to this End they grant them, all that Tract of Land from "*Cobbiſeconte* to *Negumkike*, &c. One would think this Grant full large enough "to accommodate them with a trading Place; for the Trade with the Indians

" was design'd, as appears from this Consideration, that *Plymouth* was as good " a Sea-Port then as it has been since ; therefore it could not be the Design " of the Grantees to procure a Patent for a Place on *Kennebeck*, to carry on a " foreign Trade."

We can form a Judgment of the Design of the Grantors or Grantees only from the Grant it self, in which there is no Distinction made either of a Foreign or a Domestick Trade. Trading is mentioned at large, wholly without Limitation : And it is reasonable to think that the Grantees when they were about obtaining the Grant, would endeavour to have it as much without Limitation as possible, both in Regard of Trade and every Thing else. If we allow therefore that *Plymouth* was a good Sea-Port at that Time, (which it was not, if it was no better then, than it is now) it will not from thence follow, that the Grantees would not procure another Sea-Port, and a better Sea-Port, where they might carry on both a Domestick and Foreign Trade, when they had an Opportunity of doing it.—On the contrary *Trading* and *Fishing* (both which the Place granted was to be adapted for) being mentioned together, and Fishing naturally introducing a foreign Trade, it is beyond any reasonable Doubt that a foreign Trade (not excluding a Domestick one) was intended.

But let us see what they have to say further on this Head : " It appears (say " they) from a Passage in Governor *Bradford*'s History, as follows, " *July* 1627. " with the Return of the Ships, we send Mr. *Allerton* to *England*," whose third " Instruction was " to get a Patent for a fit trading Place on *Kennebeck*," and " assigns the Reason, *viz.* " especially since the Planters at *Piscataway* and other " Places Eastward of them ; as also the *fishing Ships*, envy our trading there, " and threaten to get a Patent to exclude us ; tho' we first discover'd and began " the same, and brought it to so good an Issue."——

This seems to be an unlucky Quotation for them : If they had not assigned the Reason, some Persons might possibly have tho't, that the fit trading Place which *Allerton* went to *England* to get a Patent for, was a Place fit only for the Indian Trade : This would have been an unnatural Construction ; but there is not the least Room for it, when the Reason why they wanted a Patent is consider'd, *viz.* " because the *fishing Ships* envy our trading there, (viz. on *Kennebeck*) " and threaten to get a Patent to exclude us."—

Why should the *fishing Ships* envy their Trade there, and endeavour to get a Patent to exclude them, if it was a Place where *Ships* could not come. This shews it was a Place fit for a foreign Trade, whatever the Trade was they carried on there.

What they further quote therefore from Governour *Bradford* about their sending a Boat-Load of Corn up *Kennebeck*, and bringing Home in Exchange for it a considerable Quantity of Furs, is nothing to the Purpose.

It appears then from all they have said, that it was a Place suitable to carry on a Foreign Trade, and a Trade with the Natives also.

" Well,

" Well, ſay the *Plymouth* Company, but how is that Part of the Grant ſatisfied, " that was deſigned to accommodate us with a Fiſhery? Such an Inland Tract " which does not include the Sea Coaſt, no Way anſwers the Deſign of *Trading* " and carrying on *the Fiſhery*" It ſhould ſeem by this that they had not read their " own Patent, for but a few Lines further forward are theſe Words, *viz.* " With " Liberty of Fiſhing on any Part of the *Sea Coaſt*, and Sea Shores of any of the " Seas or Iſlands adjacent :" This is over and above their Fiſhing granted them " before.— Is not here a *Place for Trade*, and another for *Fiſhing*? Will not this " content them? Are they ſtill like *froward, way-ward Children*? That in their " peeviſh Humours will throw away one Play-Thing that is given them, and be " aiming at another out of their Reach? This we apprehend comes up fully to " the Point, and that the Deſign of their *Kennebeck* Grant is intirely ſatisfied and " anſwer'd, and by no Means truſtrated or againſt Reaſon."

It is evident that this general Clauſe " *with Liberty of Fiſhing on any Part of the Sea Coaſt*, &c." is in Reality no Grant at all; for the Grantees had that Liberty in Common with other *Engliſh* Subjects before the Patent was given. But ſuppoſing it be a Grant, it is ſuch a Grant as no Way comports with the Deſign of the Patent, which was " *to give, grant, bargain, ſell, aliene, enfeoffe, allot, aſſign and* " *confirm unto the Patentees and their Aſſigns, a convenient Place for Trade & Fiſhing.*" —If *to give, grant*, &c. *a convenient Place for Fiſhing, means only to grant a Liberty of Fiſhing*, then indeed their Logic may be good: but if the Fee of the Land is granted, and that Land is to be a convenient Place for the Fiſhery (which no Words can expreſs more fully) then what they have ſaid is nothing at all to the Purpoſe. And it remains a juſt Conſequence, *That the Deſign and Intent of the Kennebeck Grant is unanſwer'd and fruſtrated, if it does not extend down to the Sea*; and, *that to conſtrue it as not including the Sea Coaſt is a Conſtruction againſt Reaſon*

" It remains (ſay they) to ſay ſomething to the reſt of this Paragraph, which is " in the Words following, namely, " Beſides it is a Rule in Law that all Grants " muſt have a favourable Conſtruction, and be ſo conſtrued as to make them operate " if poſſible, according to the Intent of the Parties, eſpecially where that Intent can " be collected from the Inſtruments executed by them." It is a Rule alſo, " that " Grants ſhall be taken moſt ſtrongly againſt the *Grantor*, and moſt beneficial to " the *Grantees*." If the Deſcription therefore of the Land granted be any Way " dubious or uncertain, ſo as to admit of various Conſtructions, ſuch Conſtruction " ſhall be received as is moſt favourable to the Grantees, and will render the Deſign " of the Grant effectual. As therefore the Intent of the *Plymouth* Grantors is " expreſſed in their Patent, and as Grants are to be conſtrued moſt beneficial to " the Grantees, the *Plymouth* Grant muſt operate and be conſtrued accordingly, " that is, *it muſt extend to, and be bounded on or upon the Weſtern Ocean.*"— " We " (ſay the *Brunſwick Proprietors*) are intirely of their Opinion, that the Intent of " the *Plymouth* Grantors is fully expreſſed in their Patent; namely, to grant them " a convenient Place for *Trading* and *Fiſhing*, which they have done, *as has been* " *demonſtrated above.* And that there is nothing in Reality ſo dubious or uncer- " tain in the Deſcription of the Land, but what will *admit of a very eaſy, natural,* " *and rational Conſtruction*, we have alſo ſhown: unleſs what is artfully made ſo, by

" them

" them who design to take Advantage of such Uncertainty, by Virtue of *their* " *Rules before mentioned, which we say must be bad ones,* because it's in the Power " of any Grantees whatsoever, to make a Grant dubious and uncertain, and to " give it various Constructions, and always will be until there is nothing ambi- " guous or equivocal in Language; that is, until it be absolutely perfect, all Men's " Understandings on a Level, and they in their Commerce one with another up- " right and disinterested, and until then, it will be in the Power of every Man " who is weak or wicked enough, with a small Share of Artifice, to give various " Constructions to any Words or Writing whatsoever, which is largely exemplified " in the *Plymouth* Company's Remarks. We think enough has been said to evince " that these Rules cannot be good ones, and that on *the Supposition they are ever* " *so good, they cannot take Place in the Case now under Consideration*, and therefore, " that their said Grant upon Kennebeck-River cannot *extend to the Western Ocean.*"

We have seen above what their *Demonstration* has amounted to; and *how easy, natural and rational a Construction* they have given of the *Plymouth* Grant. Their Demonstration is nothing more than Begging of the Question; and their Construction forced, unnatural and absurd.— As to the Rules of Law above-mentioned, they have very modestly given their Opinion of them, that they are bad Rules; but why are they bad? " Because (say they) it's in the Power of any Grantees " whatsoever, to make a Grant dubious and uncertain by Virtue of those Rules." —Let us repeat those Rules and try if we can draw this Consequence from them.

1st. " All Grants must have a favourable Construction, and be so construed as to make them operate if possible according to the Intent of the Parties, especially where that Intent can be collected from the Instruments executed by them."—Does it from hence follow that it is in the Power of any Grantees whatsoever to make a Grant dubious and uncertain?— The 2d Rule is, " That Grants shall be taken most strongly against the Grantor, and most beneficial to the Grantee."— Does it from hence follow, that any Grantee can make a Grant dubious and uncertain; and therefore that the Rules are bad. Whatever the Rules may be, 'tis plain their Reasoning from them, is bad? We believe we can give a better Reason why they would have them thought bad, namely " because it does not suit their Turn that they should be thought good Rules."—Th y do not pretend to dispute, whether those Rules are really *Rules of Law*; and if they did, the Consequence would be just the same; for they are not to be the Judges of the Law: and it is well they are not, for they are not Judges of Law.

But (say they) " on the Supposition they are ever so good they cannot take Place in the Case now under Consideration."—This is *gratis dictum*: They have not said one Word to support this Assertion; and therefore their Consequence from it, viz. " *That our Kennebeck Grant cannot extend to the Ocean,*" must fall to the Ground.—— These Rules then turn out to be Rules of Law, and good Rules; and as the *Brunswick* Proprietors have said nothing to disprove the Justness of the Consequence we have collected from them, it will still appear that the Consequence is just; and we doubt not every unprejudiced Reader will judge it really so. " *As therefore* (to repeat it) *the Intent of the* Plymouth *Grantors is fully expressed in their Patent, namely, to grant a suitable Place for Trading and carrying on the Fishery*;

Fiſhery ; and as Grants are to be conſtrued in a Manner moſt beneficial to the Grantees, the Plymouth *Grant muſt operate and be conſtrued accordingly : That is, it muſt extend to, and be bounded on or upon the Weſtern Ocean.*"

II. They acknowledge the Propriety of our Remarks on their 2d & 3d Extract, but object to the Validity of our Indian Deeds.

In our Remarks, we recited their 2d Extract, which is from an Indian Deed to the *Plymouth Colony*, dated *Auguſt* 8. 1648, " conveying all the Lands on both Sides of the River *Kennebeck* from *Cuſhenoc* upwards to *Weſſerunſett*. This Tract we took Notice includes that which Sir *Byby Lake* &c. claim above *Negumkike Falls*, (as they lay it down in their Plan) by Virtue of an Indian Deed to *Chriſtopher Lawſon*, dated *May* 24th 1653, near five Years after the Indian Deed to the *Colony of Plymouth* was dated. They acknowledge that the *Plymouth Colony* Deed is prior to *Lawſon*'s, but " being notably deficient in every Thing that is of the Eſſence of a proper Conveyance, *Lawſon*'s (which is executed &c. with all the uſual and proper Solemnities) notwithſtanding it is of a later Date than the other, will, they ſay, take Place of it." With Reſpect to the *Colony Deed*, it is as perfect and as well wrote as any Deeds of that Time, and nothing inferiour to *Lawſon*'s, (being executed &c. with all the uſual and proper Solemnities) and its Priority in Point of Time (which is acknowledged) will render it prior in all Reſpects to *Lawſon*'s. We do not here mention the Laws of *the Colony* reſpecting Purchaſes from the *Indians*, but ſhall take Notice of them under the 8th Article, which will eaſily ſettle the Diſpute. and determine it in our Favour, even if the Colony Deed be deficient in every Thing that is of the Eſſence of a proper Conveyance.

We remark'd under ſaid Extract, that " they had not mark'd for very good " Reaſons where *Weſſerunſett* is ; for they know, that as *Weſſerunſett* is within " ten Miles of *Norridgwalk* Town, this *Plymouth Indian Tract* muſt not only in- " clude the whole of Sir *Byby*'s, but a much larger ; for *Weſſerunſett* is many Miles " *above the upper* and *Cuſhenoc many* Miles *below the lower Limits* of Sir *Byby*'s ſaid " Tract". They ſay in Anſwer : " Our not knowing where *Weſſerunſett* is, we " tho't one of the beſt of Reaſons we could have for not marking it in our Plan, " tho' they aſſert ſo confidently, that we do know it to be within ten Miles of " *Norridgwalk* Town." They only inſinuate here, but do not ſay poſitively, that they did not know where *Weſſerunſett* is ; and if they had ſaid ſo, we ſhould have had ſome Doubt about it, for they have ſeen the Affidavit of Mr. *Joſeph Bane*, (and perhaps have got a Copy of it) about the Situation of *Weſſerunſett* ; in which he mentions it " as being a Branch of *Kennebeck-River* on the Eaſt Side of ſaid River *near to old Norridgwalk*." Which Affidavit proves, that as *Weſſerunſett* is within a leſs Diſtance than ten Miles of *Norridgwalk*, the ſaid *Indian Tract* includes not only the whole of *Lawſon*'s, but a much larger ; and proves alſo, as they have ſeen it, and have a Copy of it, that they knew (notwithſtanding their Inſinuation to the contrary) the Situation of *Weſſerunſett*. The Reaſon they have offer'd therefore is ſo far from being one of the beſt of Reaſons, that it is no Reaſon at all, why they did not mark *Weſſerunſett* on their Plan : but the true and only Reaſon was, becauſe they knew that every Body immediately on comparing their Plan and Extracts together, would ſee what they wanted to conceal, that *Lawſon*'s ſaid Tract was wholly included in *ours*.

On their third Extract, which is from an Indian Deed to the *Plymouth Colony*, dated *September* 10th 1653, conveying all that Tract of Land from *Cobbiſeconte* to a Place called *Uſſerunſett* or *Weſſerunſett*; we remark'd, "That this Indian Deed, "ſo far as it relates to the Lands lying between *Cobbiſeconte* and *Negumkikee-Falls*, "does not interfere with *Lawſon*'s Deed, and ſo gives a good Conveyance of thoſe "Lands, notwithſtanding *Lawſon*'s Deed is prior thereto." They ſay in Anſwer hereto, That "they were guilty of a Miſtake, in calling this a Deed; for it is "nothing more than an Indian Certificate, without Date. The *Colony of Ply-*"*mouth* don't preſume to call it any Thing more than a *Writing*, and inſtead of "its being dated *Sept.* 10. 1653, it is minuted on the Top, "a *Writing* appoint-"ed to be recorded the 10th of *September* 1653." which we thro' a Miſtake "took for the Date of it."—If this Deed be without Date, we cannot conceive how any Deed can have a Date; for in the very firſt Line is the Date of it, viz. *Sept.* 10. 1653. and there is no Minute at all on the Top of it, of it's being *a Writing appointed to be Recorded Sept.* 10. 1653. So that it is not deficient with Regard to it's Date. The only Reaſon then remaining why it cannot be called a Deed is, "becauſe the *Plymouth Colony* have call'd it a *Writing*." This ſeems to be of the ſame Tenor with many of their other Reaſons, and will *doubtleſs* induce their Readers to think, that they have been much converſant with Methematical Demonſtrations. We ſhall only ſay, that this is as good a Deed with Regard to the Clerkſhip of it, as any Indian Deed that *Lawſon* or the *Brunſwick Proprietors* may be poſſeſſed of; and in all other Reſpects preferable. "But (to uſe their "Words) ſince no one controverts the *Plymouth Company*'s Title to the Lands be-"tween *Cobbiſeconte* and *Negumkikee-Falls*, we ſhall ſay no more on this Head."

III. They own our Remarks on their 4th Extract to be juſt; but make ſome *little* Obſervations on the Conſideration Money of *our* Purchaſe; and ſome *great* ones on that of *their own*; as from the 14th to the 16th Page.

In our Remarks we recited their fourth Extract, "which is from the *Plymouth* "*Colony Deed* to *Antipas Boies and others* (whoſe Succeſſors are now called the *Ply-*"*mouth Company*) dated *October* 27. 1661, which conveys to them the ſame Tract of "Land as is deſcribed in their Extract from the *Plymouth Patent*. As ALSO all "the Lands from *Cuſhenoc* upwards to *Weſſerunſett* bought by us of *Monquine* alias "*Nattahanda*; as appears by a Deed dated *Auguſt* 8. 1648, and conſented unto "by *Eſſemenoſque*, *Adago Domago* and *Taſſauck*, Chief Men of the Place and Pro-"prietors thereof"

In their Note under this Extract they inſinuated that the *Patent Land*, and *that* which is conveyed by the *Indians* are one and the ſame: On which we remark'd, "That ſuch an Inſinuation reflected upon their Underſtanding or Honeſty; and "that they either did not underſtand Engliſh, or miſrepreſented the Meaning of "it: for the Term As ALSO being a diſcriminating Term, plainly diſtinguiſhed "the Land deſcribed in the *Patent* from the Land deſcribed in the *Indian Deed* &c."

To this they reply: "We think the utter Uncertainty of the Situation of "that Place called *Weſſerunſett*, will juſtify us with the Candid and Judicious: "and we beg to know, ſince it does not appear where *Weſſerunſett* is, and ſince it

"ſeems

" ſeems to have been the Deſign of the Owners of the *Patent Tract* to corroborate " their Title to ſaid Tract with the Right of the *Natives*, why we might not *rationally* " *Conjecture* that this Place might be the ſame with *Negumkikee*. Wherefore we " ſhall take the Liberty to differ from them, and ſay, that it is no Reflection ei- " ther upon our Underſtanding or Honeſty."—As to the Situation of *Weſſerunſett*, we have proved above by the Affidavit of Mr. *Bane*, that it is within a leſs Diſtance than ten Miles of *Norridgwalk*; and this Affidavit they knew, and had a Copy of. The Situation of it therefore was not utterly uncertain; and their knowing it is a Reaſon why the Candid & Judicious will not juſtify them. As to their *Conjecture* that this Place might be the ſame with *Negumkikee*, *it is quite irrational:* for if it is the ſame with *Negumkikee*, the laſt deſcribed Tract is included in *that* firſt deſcribed; and in that Caſe there is no Propriety in the Term As ALSO, which makes the laſt deſcribed Tract diſtinct from the firſt. We had Reaſon then to ſay, that they either did not underſtand Engliſh, or miſrepreſented the Meaning of it; and they are ſo far from proving the contrary, that they now ſeem chargeable with both.

We come now to their Obſervations on the Conſideration-Money of *our* Purchaſe, and *their own*. " One Thing (ſay they) we would mention, and that is the " Conſideration of *their* Grant which they ſay was no leſs than *four Hundred* " *Pounds Sterling*. Is this ſuch a mighty Sum to brag of? In 1669, they leaſed " the Trade with the Natives and Trading Houſe for about *Forty Pounds Sterling*, " which was ten per Cent. for their Money; which ſhews that they had it at " ten Years Purchaſe, and was an exceeding good Bargain.—However good the Bargain might be, the *Colony of Plymouth* were glad to get rid of it; for tho' the Trade brought them an annual Income, it was ſo often interrupted by Hoſtilities committed by the *Indians*, and by that Means was ſo precarious, that they did not think it worth proſecuting, and accordingly ſold the whole of their Intereſt on *Kennebeck River* to *Boies & Company*. If it had been worth to them *Forty Pounds Sterling communibus Annis*, they would never have ſold it to *Boies* for *Four Hundred Pounds:* They knew better (unleſs we are to ſuppoſe them Fools) than to part with ſo valuable an Intereſt at that Rate. They had *had* a great many Years Experience of the Worth of it, and found that *Four Hundred Pounds Sterling* was a *full Equivalent*; which is abundantly manifeſt from their *united Ratification* in 1662, of *the Sale which they made* in 1661, *vid.* Extracts annex'd to the printed Patent, *Page* 18.—The Goodneſs of *Boies*'s Bargain then, cannot be infer'd from his Leaſing the Premiſſes for *Forty Pounds Sterling* for one Year, becauſe for the ſame Reaſon that they were not worth ſo much (*communibus Annis*) to the *Colony of Plymouth*, they could not be worth ſo much to *Boies*. It is very likely *Boies & Company*, might think they had an Equivalent for their Money, but the Event turns out otherwiſe, for it does not appear that they or their Succeſſors have reaped any Advantage comparable with the Sum their Purchaſe Money amounts to, which calculated at ſix per Cent. yearly, comes to *Ninety Thouſand Pounds Sterling*; which is much more than the *Pejepſcot* Lands, and one Half of the pretended Owners of them are worth together, with all they have laid out upon them.

They ſay further, " We don't hear them *boaſt* of any Sums expended in im-

" proving the Lands, and endeavouring to bring on any Settlement: The Rea-
" ſon is plain, they never ſettled, nor endeavoured to ſettle, a ſingle Family, nor
" ſo much as a ſingle Perſon, any where within their Claim, but only at their
" Trading Houſe at *Cuſhenoc*."

Boaſting is an Imperfection which weak Minds are moſt ſubject to: and we are content that the *Brunſwick Proprietors* ſhould poſſeſs it unrival'd. Tho' we do not *boaſt* of any Sums expended in improving the Lands, and endeavouring to bring on Settlements, yet the Lands have been improved, and Settlements made under the Protection and by the Encouragement of the *Colony of Plymouth*; for all the Inhabitants of *Kennebeck* River were within the Juriſdiction of *Plymouth*, and had a Government among themſelves in Conſequence thereof dependent on the Government of *Plymouth*, to which they were all obliged to take an Oath of Fidelity; which was the Condition of their being allowed to be Inhabitants there. They ſold their Lands therefore under the Colony of *Plymouth*; and conſequently all the Improvements & Settlements made upon them, were made under the Colony of *Plymouth*. It is a Miſtake therefore in the *Brunſwick Proprietors* to ſay, that not a ſingle Family, nor ſo much as a ſingle Perſon, was ſettled by or under the *Plymouth Colony* any where within their Claim, except at their Trading Houſe at *Cuſhenoc*. The preſent Poſſeſſors of theſe Lands, ſo far as they are Deſcendants from thoſe who held under the *Plymouth Colony*, now hold under us as the Aſſigns of the ſaid Colony: and moſt of the Families which they *boaſt* to have placed on them, acknowledge us as ſuch, and find themſelves happy and ſecure in ſo doing.

We ſhall next conſider *their* Purchaſe Money, and the great Sums which they *boaſt* they have expended in the Improvement and Settlement of what they call *their* Lands. *Their* Purchaſe Money was *One Hundred and forty Pounds* New-England Currency, in the Year 1714, which was then equal to *Seventy Pounds Sterling*. The Tract they have purchaſed, as it is deſcribed in their Deed, is 70 or 80 Miles long, and perhaps 10 or 12 Miles wide, taking one Part with another; and, if the Title had been good and indiſputable, muſt have been worth, and without Doubt would have fetch'd, a vaſtly greater Sum than that. The Purchaſers knew they ſhould looſe but a Trifle if the Title was good for nothing; and tho't there was a Chance of making ſomething of it, if they could patch it up; which accordingly they have ſince endeavoured to do as well as they could. We ſhall only obſerve upon it, they have ſhewn a good Judgment in not giving more. But (ſuch is the Weakneſs of human Nature) tho' they have ſhewn a good Judgment in that Regard, they betray a want of Judgment in their Expences upon the ſaid Land; for they ſay they have expended in improving and ſettling it, no leſs a Sum than *Forty Thouſand Pounds* old Tenor. This is a Sum worth *bragging* about, tho' it be at the Expence of their Judgment: What a poor Pittance does our *Four Hundred Pounds Sterling* dwindle to, when compared with it! It is a Pity they did not let us know how this Sum ariſes: if they had, perhaps we ſhould have found (notwithſtanding they ſay it was expended to the aforeſaid Purpoſes) that the whole or the greateſt Part of it was applied to carry on an ill-concerted and worſe executed *Fiſhing Scheme*, whereby ſeveral of their Company almoſt ruin'd themſelves. If this be the Caſe, (which is extremely probable) it would not

" add

add to their Merit, if inſtead of *Forty Thouſand Pounds*, they had expended or loſt *forty Million* : tho' it would prove they did not underſtand what they were about.

To ſwell the Sum ſtill larger they ſay, " That Major *Clarke* and Capt. *Lake*, (who by the Way were not of the *Pejepſcot* Company) have expended upon " *Sagadahock* and *Kennebeck* Rivers in order to ſettle the Lands and improve them, " upwards of *Twenty Thouſand Pounds Sterling*."—Whether this Sum exceeds the Truth or not, we neither know nor care : but this we know, that thoſe Gentlemen loſt a conſiderable Part of their Eſtate, when the Indians attack'd *Arrowſick* in the Year 1676, where their Eſtate principally was ; and carried off with them a great Quantity of *European* and other Goods, to a great Value, after burning their Fort, Dwelling-Houſes and Stores, and deſtroying every Thing which would not anſwer their Purpoſes. This without Doubt comes into the Account, and makes Part, if not the whole of the *Twenty Thouſand Pounds* ; but it is no Proof that *that* Sum was expended upon *Sagadahock* and *Kennebeck Rivers*, in order to *ſettle and improve* the Lands. They have no Reaſon then to vapour about what they have expended upon their Settlements ; for what they *loſt* was in proſecuting *an idle Scheme* ; and what *Clarke* and *Lake* loſt, was by an *unhappy Accident*. It is very likely that the *Two Thouſand Pounds Sterling* ; which they ſay Sir *Byby Lake* expended, may on Examination, be accounted for in the ſame Way.

IV. They own alſo our Remarks on their 5th Extract to be juſt, but object (as in the 2d Article) to the Validity of our Indian Deeds. As in the 16th & 17th Page.

In our Remarks we recited their fifth Extract, " which is from an Indian Deed to *Boies & Company*, dated *July* 8. 1665, explaining (they ſay) and confirming " the Bounds of the Deed from the *Plymouth Colony* to ſaid *Boies &c.* and con- " veying " All the Lands upon both Sides of *Kennebeck* River, from the lower " End of *Cobbiſeconte* to the upper Side of *Weſſerunſett*." On this we remark'd, that " here is a plain Acknowledgement that the ſaid Company's Tract bounds " on the upper Side of *Weſſerunſett*, and conſequently they implicitly give up Sir " *Byby*'s Pretenſions to all Lands between *Cobbiſeconte* and *Weſſerunſett*."— In " Anſwer to this they ſay, "And ſuppoſe the Caſe that we do implicitly give up " Sir *Byby*'s Pretenſions to theſe Lands, what is this to the Purpoſe ? We have " no Authority to do it. But they muſt produce ſome more forcible Evidence than " what they have produced that *Weſſerunſett* is where they have placed it, before " we or any one elſe can be perſwaded to give Credit to it." — For their Satisfaction we have produced an Evidence above (which they are no Strangers to) that *Weſſerunſett* is within ten Miles of *Norridgwock* : the Situation of which being no longer uncertain, it is plain they give up Sir *Byby*'s Pretenſions to thoſe Lands, which tho' they have no Authority for it, is very much to the Purpoſe, as it is the Acknowledgement of an Adverſary whoſe Intereſt and Inclination leads him to take every poſſible Advantage of us.—— " Beſides (ſay they) the Indian Deed " to *Lawſon* for the Lands above *Negumkike-Falls* which bears Date *May* 24. 1653, " muſt evidently have the Advantage of their Indian Deed of *July* 8. 1665, in " Point of Priority : and their procuring this laſt mentioned Deed, affords the " ſtrongeſt Evidence, that they look'd upon their former Indian Deeds mate- " rially defective, as in Reality they are."— *Boies &c.* procured this Deed of

1665, from the Indians, and gave ſomething in Conſideration of it, in order to keep on good Terms with them; which was much better than to challenge thoſe Lands by Virtue of former Deeds, and by that Means to run the Riſque of diſpleaſing them, which might end in an open Quarrel with them; the Conſequences of which they had formerly experienced to their Coſt. This was the Inducement—It cannot be infer'd then from their procuring the Deed of 1665, that they look'd upon their former Indian Deeds materially defective, as (we have ſhewn) in Reality they are not; which former Deeds being prior to *Lawſon*'s and to that of *Lake* and *Spencer*'s (which they take Notice of in the Margin) muſt take Place of both. Their Obſervation therefore "that the ſaid Deed of 1665, cannot in the "leaſt avail us, becauſe one of the Indians who ſigned it parted with ſaid Lands "twelve Years before to *Lawſon*," is extreamly impertinent.

They have the Modeſty here to acknowledge a Miſtake: They acknowledge alſo that the Deed to *Lawſon* (whoſe Cauſe they have eſpouſed) could no Way prejudice *Boies*'s Title, if the *Plymouth Colony* had a good Right to convey: But their Right extended they ſay, only from *Cobbiſeconte* to the *Falls at Negumkike*, which they think they have abundantly demonſtrated.—— To this we ſhall only ſay (to uſe their Words in a like Caſe) "That we don't think ourſelves under any "Obligation to confute this Abſurdity, as often as they think proper to repeat it, "and therefore refer the Reader to what has been ſaid, and will be ſaid relating "to it.

They go on to ſay, that *Boies* and Company did not rely upon the Patent Right, and give this as the Reaſon, "becauſe if they had, they would not have procured "the Indian Deed of 1665. beginning where the Patent Tract began, namely at "*Cobbiſeconte*." — They have offer'd the ſame Reaſon above, to prove that *Boies* and Company look'd upon their former Indian Deeds as defective; and therefore the ſame Anſwer given in that Caſe will ſerve in this, namely, that *Boies* and Company tho't it better to procure the Deed of 1665. and give the Indians ſomething in Conſideration of it, than to hazard a Quarrel by aſſerting the Right in the Premiſes, by Virtue of the Patent and former Indian Deeds.

V. They reply to our Remarks on their Plan, and to the Atteſtations of Meſſieurs *Temple* and *Johnſton*, as from the 18th to the 25th Page.

In our Remarks we took Notice that they called their printed Plan "a true "Copy from an ancient Plan of *E. Hutchinſon*, Eſq; *Heath*'s, *Jones*'s and *North*'s "Surveys," and obſerved that "they only could conceive how a Plan taken from "four other Plans which diſagree, could be called a true Copy, or in any Senſe a "Copy from them."

To this they Anſwer, "That it was entirely beſide their Intention to have it tho't "that theſe Plans were intirely copied in *their* Plan, but only that every Thing ma- "terial in their ſaid Plan is to be found in one or another of the four Plans "above mentioned."

We believe *it was their Intention to have it thought* not only that every Thing material in their Plan is to be found in one or other of the Plans aforeſaid, but alſo that they had inſerted every Thing material therein. But it is manifeſt that *Negumkike-Falls* in their Plan are not to be found in any of the Plans abovementioned,

except

except *North*'s (which is of no Authority with them) wherein ſaid Falls are found twenty Miles lower down *Kennebeck* River than in *their* Plan; and it is equally manifeſt that they have not inſerted *Weſſerunſick* in their Plan, which is one of the Boundaries of the *Plymouth Company*'s Land. Theſe are material Things.— The firſt they inſert without any Authority from the forementioned Plans, which they pretend to copy from; and the laſt they have omitted, becauſe they know their Artifice and unjuſt Repreſentations would otherwiſe be detected.

As to the Plan of *E. Hutchinſon*, Eſq; ſaid to be an ancient one, we remark'd, on the contrary, " that it was a modern one, and very erroneous, &c." and to prove it ſo, we produced the Declarations of *Robert Temple*, Eſq; and Mr. *Thomas Johnſton*; from which they have taken Occaſion to uſe thoſe Gentlemen very ill. Capt. *Temple* had modeſtly declared, " That at *his firſt coming* intoNew-Englad, he had " the Pleaſure of being acquainted with the Hon. Col. *Edward Hutchinſon*, lately " deceas'd, from whom about that Time he had a Plan of *Kennebeck* River, which " he told him was of his *Father*'s drawing, and which *he took a Copy of*; but on " being better acquainted with *Kennebeck* River, he found the Plan erroneous and " not to be depended on."—To this they Anſwer, " That Mr. *Temple*'s firſt com- " ing into New-England ought not to be number'd among the moſt remarkable " Æras; for which Reaſon it would have been better for him to have ſaid when " that was; and if the Gentleman had declared more particularly how he came " acquainted with Col. *Hutchinſon*, and to what End Col. *Hutchinſon* let him have " this Plan, it might poſſibly caſt ſome Light on the Affair. He further Swears, " ſay they, he took a Copy of ſaid Plan—on which there are ſcarcely any Names " of the Places therein which are in the Original, and there is *Temple-Bar* wrote on " a Place which makes the EaſtermoſtPart of the *Chops of Merry-Meeting Bay*,on " this ſaid to be a Copy of,which is not to be found in the Original. Further,this " Gentleman may poſſibly be able to aſſign ſome Reaſon why thePlace aforeſaid is " called*Temple-Bar*,that theWorld,in general have not hitherto been acquainted with. " To that Part of his Teſtimony wherein he ſays, upon his being better acquainted " with *Kennebeck* River,he found ſaid Plan erroneous, and not to be depended on; " We would ſay it is reported, that he tho't it a very juſt and true Repreſentation " of the *Plymouth Company*'s Patent-Tract, and of the Lands below *Cobbiſeconte* " belonging to the late Col. *Hutchinſon*, &c. and that it was not immediately on " his being better acquainted with *Kennebeck-River* that he alter'd his Mind; and " that this is not a meer Report, will appear from the Atteſtation of *Jonathan* " *Philbrook*, and *Jonathan Prebble*: wherein they declare, that being with Capt. " *Temple* about the Year 1743. about the Purchaſe of ſome Eaſtern Lands, he " ſhew'd them a Plan deſcribing the *Plymouth* Purchaſe, and pointed out to them " *Cobbiſeconte* in ſaid Plan to be the Sourthern Bounds of ſaid Patent, and told " them, that Col. *Hutchinſon* owned the Lands below *Cobbiſeconte*."

To this Capt. *Temple* reply's in a Letter to *a Gentleman of the Plymouth Company*, viz.

Charleſtown,,

Charleſtown, April 17. 1753.

SIR,

"YOU may remember how loth I was to ſay any Thing reſpecting Col. *Hutchinſon*'s Plan; ſuppoſing it immaterial to the Iſſue of the Controverſy, whether it was an ancient or modern one. And altho' the Author of what is call'd *An Anſwer to the Remarks of the Plymouth Company*, acknowledges every Thing of Moment in my Affidavit (as in his 23d Page will appear) yet he is pleas'd in his 20th Page to treat me very indecently, as well as impertinently, which notwithſtanding, could not have provok'd me to have wrote a Line in Anſwer to him, was I not perſuaded that his Inuendoes reſpecting my firſt coming into this Country, and the Manner of my becoming acquainted with Col. *Hutchinſon*, might inſinuate to ſome of his Readers, as tho' I had intruded, or not ſo properly come by the Honour which that Gentleman did me in his Acquaintance; and puts me now under a Neceſſity of troubling you *firſt* with the Manner of my coming into *New-England*, and how I came by the Honour of my Acquaintance with Col. *Hutchinſon*, and other Gentlemen. And *ſecondly*, how I came by the ancient Plan, ſo called, and how the *Chops of Merry Meeting Bay* came to be called *Temple-Bar*: which the ſaid Author preſumes may give great Light unto the dark Affairs in Controverſy, between the *Plymouth* Propriety and their Opponents. This I hope will prove an Apology for my taking ſo much of Your's, or any Gentleman's Time in what I am oblig'd to ſay for Anſwer.

In *September* 1717. I contracted with Capt. *James Luzmore* of *Topſham*, to bring me, my Servants, and what little Effects I had, to *Boſton*; his Veſſel then lying in *Plymouth*, where lived an Uncle of mine, one Mr. *Nathanael White*, a Merchant, and an old Inhabitant of that Town; who told me he was acquainted with ſeveral *New-England* Gentlemen, to whom he would recommend me, as they might be of Service to me by their Advice, eſpecially in my Settlement as a Farmer, and taking up a Tract of Land in that Country; and when it pleas'd GOD that I arrived at *Boſton*, I waited on the Gentlemen, and deliver'd my Uncle's Letters, as directed; viz. To *Jonathan Belcher*, Eſq; *Thomas Hutchinſon*, Eſq; Col. *Edward Hutchinſon*, *Daniel Oliver*, and *William Welſted*, Eſqrs; *Abiel Walley*, Eſq; Mr. *Pepperrell* of *Kittery*, &c. I was received with great Friendſhip by every one of theſe Gentlemen, whom I found to be Men of Worth and Character in this Place: I was often invited to their Houſes, which were always open to me, and they were kind enough to grant me their Countenance and Advice upon all Occaſions, and continued to do me theſe Honours to the very laſt.—The *next Thing* in Order to give a further Light to this Man of Darkneſs, is how I came by the ancient Plan, and how the Eaſt Side of the *Chops of Merry-Meeting Bay* came to be called *Temple-Bar*; in order to which I would obſerve, that my Eye was always towards a good Tract of Land, as well as a convenient Place for Navigation; and having taken my firſt Journey into *Connecticut* Government, where I was very friendly received by ſeveral Gentlemen in thoſe Parts, from the kind Recommendation of Mr. *Belcher* and Mr. *Walley*; after returning to *Boſton*, I was reſolved to ſee the *Eaſtern Country* alſo, before I ſhould determine where to begin my Settlement; and then I was recommended by Capt. *Thomas Hutchinſon*, to the *Pejepſcot Company*, viz. the Hon. Col.

Winthrop,

Winthrop, Dr. *Noyes*, and Col. *Minot*, then ready to ſail in a Sloop bound to *Kennebeck*; in the Paſſage thither and at the Eaſtward, I contracted a very agreable Acquaintance with thoſe worthy Gentlemen, which alſo continued during their Lives; they were alſo kind enough to ſhew me what they call'd Col. *Hutchinſon*'s and Sir *Byby Lake*'s Land, on the Eaſt Side of *Kennebeck*, which then pleas'd me much better than thoſe on the Weſt Side; accordingly on my Return to *Boſton*, I waited on Col. *Hutchinſon*, and having communicated to him my Mind reſpecting his Intereſt at *Kennebeck*; he not only permitted, but invited me to be concern'd with him, Sir *Byby Lake*, and his other Partners, in the Settlement of thoſe Lands, in order to which I was concern'd that Year in chartering two large Ships, and the next Year in chartering three more Ships to bring Families from *Ireland* to carry on the Settlement: In Conſequence of which ſeveral Hundred People were landed in *KennebeckRiver*, ſome of which or their Deſcendants, are Inhabitants there to this Day; but the greateſt Part remov'd to *Penſylvania*, and a conſiderable Part to *Londonderry*, for Fear of the Indians, who were very Troubleſome at that Time; after I had ſettled ſome Families on the Eaſt Side of *Merry-Meeting Bay*, (to which Place we gave the Name of *Cork*) Col. *Hutchinſon* was pleaſed to give me a Deed for 1000 Acres of Land at the *Chops of Merry-Meeting Bay*, where I firſt landed a large Number of thoſe Familles; and Col. *Winthrop* (not I) gave that Place the Name of *Temple Bar*; about this Time it was that I had the ancient Plan from Col. *Hutchinſon*, of which I got a true Copy taken; as will appear upon Examination of all the Lines, &c.— As to *Prebble* and *Philbrook*'s Affidavit, the Author might have ſaved himſelf and others that Trouble, for it is ſeveral Years ſince 1743. that I read the Charter to the Colony of *Plymouth*, and the ſeveral other Papers relating to the *Kennebeck Propriety*, which open'd my Eyes as to the Prejudices I lay under reſpecting *Indian* Titles; and I was ſo open with Col. *Hutchinſon* in that Matter, that Col. *Brattle* and I, waited on him with thoſe Papers, who received us with his uſual Courteſy, and ſhew'd us his *Indian* Deeds, with whom we left our Papers, for his Peruſal and copying: I muſt acknowledge, till of late Years I tho't thoſe *Indian* Deeds might be of ſome Conſequence, not having ſeen the particular *Laws* againſt purchaſing from the *Natives*, nor the *Plymouth Patent*; which are Things that will always ſpeak for themſelves (notwithſtanding all the Efforts of this Author) who endeavours to pervert both.— As it is the Buſineſs of the *Kennebeck Proprietors* to defend their Claim, I ſhall leave it wholly with them: In the mean Time, I may venture to tell them, he has done their Cauſe no more Damage than he has done my Character; altho' 'tis plain he aim'd at both."

Sir, Yours, &c.

Robert Temple.

In the next Place, they cite Mr. *Johnſton*'s Teſtimony, which they ſay they find in many Particulars very exceptionable: They take Notice of ſome of them; "For Example, ſay they, after he has ſaid, that Meſſieurs *Gibbs*, *Noyes* & *Skinner*, "agreed with him &c. he ſays, that they order'd him to leave out ſome Part of "*Jones*'s Plan; this they utterly deny; tho' upon Suppoſition they did, they ap-

"prehend

" prehend Mr. *Johnſton* has treated them with the greateſt Unfairneſs, becauſe " by his expreſſing himſelf in ſuch general Terms, he has put it out of their " Power to juſtify themſelves, and the World is left to think the worſt &c." Here is a Fact which Mr. *Johnſton* affirms, and has ſworn to, and they deny: Mr. *Johnſton* being a Perſon diſintereſted in the Event of this Controverſy, no probable Reaſon can be aſſigned why he ſhould ſwear an Untruth; and therefore we may go upon the Suppoſition, that they did order him to leave out ſome Part of *Jones's* Plan: Now *Jones's* Plan was taken by actual Survey, and may well be preſumed to be right, 'till the contrary appears. What therefore could induce them to give ſuch Orders, unleſs it was that ſome eſſential Part might be left out of their Plan? This is a natural Conſtruction, whether the World may think it the worſt or not.

They go on to ſay, " Tho' we have ſome Hopes Mr. *Johnſton* had no bad Deſign in this, yet many Times they are over-balanced by our Fears that he had &c." Mr. *Johnſton* is a reputable Man, and tho' they endeavour to repreſent him as one of bad Deſign, he will appear ſo to no Body but themſelves, 'till he has done ſomething to intitle him to that Character more than appears in this Declaration of his.—They then acknowledge all the Errors which Mr. *Johnſton* has pointed out in the ancient Plan, ſo called, or the Diſagreements between that and the Surveys, and only obſerve, " That it would have done as well barely to have declared theſe Things without Swearing." Then ſay they, "Mr. *Johnſton* goes on " and ſwears, how this ancient Plan appears to him, namely that it appears to him " to be done by an incorrect Hand, not having any Scale, Name of any Perſon " or Date, and in ſhort, to be but an imaginary Thing." " It may have been " done by an incorrrect Hand (they ſay) and be but an imaginaryThing, but how " this can appear from its being without any Scale &c. we confeſs is above *our* " *Comprehenſion*."—They ſeem here to know very little about Plans, and what is eſſential to make them of any Authority, and have in this Inſtance at leaſt but a very narrow *Comprehenſion*; for they cannot enumerate any more obvious Marks of their Incorrectneſs, and their being but imaginary Things, than thoſe abovementioned.—Mr. *Johnſton* ſays further, " That ſundry Names of Places in ſaid " ancient Plan, ſo called, appear to be a Writing of a later Date, and by another " Hand than firſt drew the Plan."—To this they ſay, " We declare we cannot " help concluding that the whole of the Writing on ſaid Plan was done by one " and the ſame Hand, tho' perhaps with *different Pens*, and poſſibly *at different* " *Times*; and this is founded upon the greateſt imaginable Uniformity and Simi- " litude in the Writing on every Part of ſaid Plan."—Here is an Acknowledgement of Part of Mr. *Johnſton's* Declaration, " That ſome of the Writing is of a later Date;" and with Regard to the other Part, " done by another Hand than firſt drew the Plan;" we have only their Judgment oppoſed to his; which in this Caſe muſt be ſuſpected of Partiality, as they are intereſted Perſons.

They go on to ſay, " One of the *Brunſwick Proprietors* declares, that has di- " vers Times enquired of the late Col. *Hutchinſon* concerning this Plan, in parti- " cular who drew it, and the Time when it was drawn; and he conſtantly affirm- " ed he did not know who drew it, nor when it was drawn &c. but that he believed

" upon

" upon comparing the Writing upon ſaid Plan with his Father's Writing, that
" was his Hand; and it is very poſſible that a Declaration of this Kind might
" occaſion Mr. *Temple* to ſuppoſe Col. *Hutchinſon* ſaid it was of his Father's draw-
" ing, eſpecially conſidering the Diſtance of Time between this Account of Col.
" *Hutchinſon*'s to Capt. *Temple*, and Capt. *Temple*'s Account in his Atteſtation."

Here it is highly probable from the Declaration of this *Brunſwick Proprietor*, that Col. *Hutchinſon*'s Father drew ſaid Plan, which is ſo far a Confirmation of Capt. *Temple*'s Teſtimony; and, if we may ſuppoſe it very poſſible that this Gentleman's Memory has often deceived him, amounts nearly to a full Confirmation of it.

Having thus explicitly and implicitly acknowledged every Thing material in Capt. *Temple's* and Mr. *Johnſton's* Teſtimonies, they endeavour to prove the Antiquity of Col. *Hutchinſon*'s Plan. They aſk, " Does it appear not to be an anci-
" ent Plan, becauſe it appears to Mr. *Johnſton* to be done by an *incorrect Hand?*
" *This*, ſay they, is rather an Argument that it is an ancient Plan; neither does it's
" not having any Scale, Name of any Perſon or Date, conclude any ſtronger a-
" gainſt it's Antiquity: but we imagine that theſe on the contrary, are at leaſt
" very probable Arguments of it's Antiquity; for it is well known that in anci-
" ent Times, we had no Perſon that could take Surveys with ſo much *Accuracy*
" as ſome among us do now a Days."

Here is a plain Acknowledgement that ſaid Plan is inaccurate, and done by an incorrect Hand; and from hence they infer it's Antiquity; becauſe in ancient Times we had no Perſons that could take Surveys &c.— It appears above, that Col. *Hutchinſon*'s Father drew this Plan, who, they would inſinuate, was an incorrect Hand, and could not take Surveys accurately. Now ſuppoſing this the Caſe (which very conſiſtently with themſelves they have given Reaſon to ſuppoſe) does it from thence follow, that he lived in ancient Times, or that the ſaid Plan of his drawing is an ancient Plan? This is Logic of their own.

Now they promiſe us Demonſtration: " We ſhall produce, ſay they, one Argu-
" ment of its Antiquity, which we think will convince any unbiaſs'd Judgment,
" which is this, *viz.* Upon the Face of the Plan in ſeveral Places are found theſe
Words, *viz* " *This Tract belongs to Major* Thomas Clarke *and the Heirs of Capt.*
" Thomas Lake." By this it is evident, that ſaid Plan was in Being in the Life-
" time of Major *Clarke*, and after the Death of Capt. *Lake*. Now Capt. *Lake*
" was killed by the *Indians* in the Year 1676, at *Arrowſick*, and Major *Clarke*
" ſurvived him but three or four Years at furtheſt: ſo that *upon Suppoſition*, this
" was wrote on ſaid Plan but juſt before Major *Clarke*'s Death, it muſt be near
" fourſcore Years old: and if this will not give it a juſt Claim to Antiquity, we
" think nothing can?

What they rely upon here is the Words " *This Tract belongs to Major Clarke.*" It is no uncommon Thing to obſerve Inaccuracies of this Sort; there are many Inſtances of Papers, Plans, &c. being wrote on in the like Manner, when the Perſons to whom they are ſaid to belong had been dead many Years before ſuch Writing. There is no great Streſs then to be laid upon this, eſpecially ſince we have ſeen above that the Plan on which the Words are wrote was done by an incorrect Hand; from whence it is natural to collect, that the Words themſelves,

if done by the ſame, were done by an incorrect Hand alſo.— Beſides, it is not impoſſible to ſuppoſe that thoſe Words have been writ within theſe few Years, to give the Appearance of Antiquity to the Plan; eſpecially as it has been in the Poſſeſſion of ſuch as are very anxious it ſhould appear an ancient Plan: accordingly they don't pretend to ſay that ſaid Words *were really* writ before Major *Clarke*'s Death, but only "*upon Suppoſition they were writ before his Death, ſaid Plan muſt be near* "*fourſcore Years old.*"— Here is their Demonſtration, which amounts at laſt only to a Suppoſition. If this can give their Plan a juſt Claim to Antiquity, we think any Thing or *Nothing* can.

Now we would aſk why they labour ſo much to prove the Antiquity of this Plan, when they have been forced to acknowledge it an incorrect, falſe, erroneous Plan? Do they think Antiquity can ligitimate and alter the Nature of Error? or that Error and Falſhood can be any Thing beſides Error and Falſhood, though as old as the Creation?

They go on and ſay, "We will mention one Thing more, which adds very "much to the Credit of this ancient Plan, which is this, it was taken at a Time "when there was no Controverſy about the Lands in thoſe Parts, which cannot "be ſaid of Capt. *North*'s Plan."— If they mean that there was no Controverſy about theſe Lands fourſcore Years ago (for we don't know when this Plan was delineated) they are greatly miſtaken; for about that Time *Richard Wharton* (whom the *Brunſwick Proprietors* hold under) and ſeveral Years before *Chriſtopher Lawſon* (whoſe Cauſe *they* now defend) were in Controverſy with the Plymouth Colony and their Deſcendants about the ſame Land, which is now controverted. This therefore is an Argument in their own Opinion, againſt the Credit of this ancient Plan.— So much for their ancient Plan.

With Reſpect to their printed Plan, we took Notice in our Remarks that it "differ'd from the Surveys abovementioned in every Thing that is material to aſcertain the Boundaries of the *Plymouth Claim*, and Sir *Byby Lake*'s;" and ſhew'd in ſome Particulars. To this they ſay "We have ſhewn above that there are no "Diſagreements between the Plan and Surveys that can vitiate the Plan; which "makes it needleſs to ſay any Thing more in this Place relating thereto." We alſo are content to refer to what has been already ſaid on this Subject.

VI. They endeavour to aſcertain where the Falls are which are called the *Falls at Negumkike*; as from the 25th to the 27th Page.

"There are two Places (they obſerve) upon *Kennebeck* River, one of which is "about four Miles *below Cobbiſeconte* on the Eaſt Side of *Kennebeck*, and called *Na*-"*kumkee*;" the other about 15 or 16 Miles *above Cobbiſeconte* called *Neguamkike*: "In order to ſerve their Purpoſe from this Similitude in the Names of this upper-"moſt and lowermoſt Place, they have endeavoured to confound them, and to "make the Place *below Cobbiſeconte* the Place mentioned in their Patent, becauſe "they think this will favour their going down the River."———

As to the firſt mentioned Place *below Cobbiſeconte*, called here *Nahumkee*, both Parties are agreed: This Place (*at which are Falls*) is mentioned in Col. *Hutchinſon*'s Plan, and in all the Surveys. In Col. *Hutchinſon*'s Plan it is called *Nehumke*; in *Heath*'s and *Jones* Surveys *Neumkegg*, and in *North*'s Survey *Neguam-*

kike

kike or *Nehumkeeg*; and in their printed Plan *Nahumkee*.—As to the laſt mentioned Place ſaid to be 15 or 16 Miles *above Cobbiſeconte*, which they call *Neguamkike*, the Parties are not agreed. *We* have all along ſuppoſed there was no ſuch Place, and *they* peremptorily affirm there is. But let us ſee the Evidence they have produced. It is as follows, *viz.*

" *Joſeph Bane*, Reſident at St. *George's-Fort*, aged 76 Years, teſtifieth, that about " the Year 1692. I was taken Captive by the *Indians*, and remained Captive with " them about ſeven Years and ten Months, and learned their Language, and " travelled about with them in *Kennebeck*, and very well remember the ſaid River, " and the ſmall Rivulets that run into ſaid River, and in particular a ſmall Ri- " vulet or River called *Cobbiſeconte*, that runs into ſaid River which is about 40 " or 50 Miles from the Sea; alſo *there is a Place called Negumkike on the Eaſt* " *Side of ſaid River, about 15 or 16 Miles up the River from Cobbiſeconte, near* " *which is ſome Falls*; alſo about Mid-way between *Cobbiſeconte* and *Negumkike* is " a Place called *Cuſhenock*, where was the Remains of a Houſe: And further, that " *Cobbiſeconte* is about twelve Miles above *Richmond-Fort*; *alſo on the Eaſt Side of* " *Kennebeck River is a Place called Nehumkee, about four Miles down the River be-* " *low Cobbiſeconte*, and that *Nehumkee* and *Negumkike* are two diſtinct Places, about " twenty Miles diſtant from each other, *Nehumkee* below *Cobbiſeconte*, and *Negum-* " *kike* is above *Cobbiſeconte*, which ſeveral Places were conſtantly ſo called by the " Indians." *Joſeph Bane.*

Mr. *Bane* ſays, " There is a Place called *Negumkike* on the Eaſt Side of *Kennebeck*, " about 15 or 16 Miles up the River from *Cobbiſeconte*, NEAR WHICH IS " SOME FALLS— Alſo on the Eaſt Side of *Kennebeck* River is a Place called " *Nehumkee*, about four Miles down the River below *Cobbiſeconte*, and that *Ne-* " *humkee* and *Negumkike* are two diſtinct Places, about twenty Miles diſtant from " each other, which ſeveral Places were conſtantly ſo called by the Indians."

We had never met with any Evidence to prove that there was ſuch a Place as *Negumkike above Cobbiſeconte*, till the *Brunſwick* Proprietors produced this of Mr. *Bane*'s; for none of the Surveys take the leaſt Notice of it; which is a very extraordinary Circumſtance, as it was the Buſineſs and profeſſed Deſign of thoſe who took them to note down every Place: If it had been omitted by one only, it would have been natural to conclude, that the Place was but little known; but being omitted by all, it ſeems likely that it ſhould not be known at all, and conſequently that it could not be diſtinguiſh'd by any Name. It cannot be ſaid that the Place had nothing remarkable in it, and therefore might be eaſily overlook'd, for it muſt be a Place AT WHICH ARE FALLS (than which nothing can be more remarkable in a River) to make it anſwer to the Place mentioned in the *Plymouth* Patent: but Mr. *Bane* only ſays NEAR WHICH IS SOME FALLS. This is a material Difference; eſpecially as we are left to gueſs the Diſtance *of theſe Falls from Negumkike*. People's Notions of Diſtance differ greatly in different Places: in *large Places* cloſely ſettled, thoſe only are called *near* who live within the Diſtance of a few Rods; but *in the Country* it is no uncommon Thing to hear thoſe *called ſo* who live at ſeveral Miles Diſtance. It is utterly uncertain then, what he means when he ſays, " *near which are ſome Falls*;" whether it be that they are within a

few Rods, or a few Miles of *Negumkike*; tho' the latter is moſt likely; for if they had been within a few Rods, we ſhould undoubtedly have ſeen it inſerted. But however this be, it is plain this cannot be the Place intended in the *Plymouth Patent*, which is there called *the Falls* AT *Negumkike*.— We ſhall relate here ſome Part of the Converſation which paſſed between Mr. *Bane*, and thoſe who obtained the foregoing Depoſition of him, &c. as we have it from one who was preſent; he was aſked, "What Sort of a Place *Negumkike* was; he anſwer'd, "A ſmall "ſtill dead River." "Are there any Falls there?" Anſ. No.—Are there not ſome "Falls *near there?* Anſ. I think I remember ſome, but can't ſay at what Diſtance. "But you can ſay *near which is ſome Falls*. Anſ. I think I can:" And accordingly it was put down ſo.— This is the Subſtance of the Converſation about *Negumkike Falls*; by which it appears, that Mr. *Bane* remember'd that there were *no Falls there*, and was dubious whether there were any *near there*. It is not to be wonder'd at that he was doubtful about theſe Falls, for in Fact there are none *at this Negumkike* (ſo called) *nor any near it*. The neareſt thereto, are *Toconock Falls*, which by their printed Plan are eight or ten Miles above this Place: And between *Toconock* and OUR *Negumkike* or *Nehumkeeg* (below Cobbiſeconte) are no Falls at all.— It is poſſible then that Mr. *Bane* might have *Toconock Falls* in his Mind, when he gave his Depoſition: and it is not only poſſible, but probable, conſidering it was near Sixty Years ſince he was taken Captive, and was acquainted with thoſe Places, and therefore may well be ſuppoſed not to remember perfectly their Situation and Diſtance from each other; eſpecially conſidering too, he was then of an Age, which did not much incline him to make critical Obſervations. Let Mr. *Bane*'s Evidence go then as far it can, it can only prove that there was a Place 60 Years above *Cobbiſeconte*, which the Indians called *Negumkike*, or ſome Name ſimilar thereto: but it is very far from proving that this Place was intended in the *Plymouth Patent*.

To the ſame Purpoſe they produce "ſeveral Examples, and the firſt (ſay they) "ſhall be from an Indian Deed to *Lawſon*, &c. dated *May* 24. 1653. *viz.* All "that Land lying and being on both Sides of the River *Kennebeck*, as followeth, "namely, from the lower End of a certain Place called by the Name of *Neguam-*"*kett*, which is a little below ſome Iſlands that are in the River, and ſo going up "the River four Miles above the Falls of *Toconock*, &c. (with the like Privileges "as we formerly granted to *Chriſtopher Lawſon*, of the Land about *Neaumpkee*, as "by our Deed of Sale appears.")— Here is mention made of *Neguamkett* and *Neaumpkee*, but not of *Negumkike*; and here is no Circumſtance to ſhew that *Negumkike* is the ſame Place with either of them: So there may poſſibly be three different Places of ſimilar Names. The only Criterion muſt be *the Falls*: either of theſe Places *(if there be more than one)* at which are Falls, is the Place intended in the Patent. This muſt be determined by Evidence; a Plenitude of which we ſhall preſently produce.

"The next (ſay they) ſhall be from *an Account relating to the Eaſtern Parts*, "*ſaid* to be wrote by *Sylvanus Davis*, formerly one of the Councellors of this Pro-"vince, &c. viz. *January* 1629. *William Bradford*, and his Aſſociates, procure a "Grant from the Council of *Plymouth*, for Lands beginning at *Caberſeconte*, ex-

"tending

" tending Northward, to the Falls of *Negumkee*, which is more than 16 Miles up " *Kennebeck* River, and in Breadth 15 Miles on both Sides *Kennebeck* River "

This Account is (as we ſuppoſe) a Manuſcript only, and in their Poſſeſſion, and they only have the Liberty of quoting from it: they can quote it therefore, or miſ-quote it, juſt as they pleaſe, without the Hazard of being detected: Before they could reaſonably have expected that *this Account* ſhould be look'd on as circumſtantial Evidence, they ſhould have made it appear, that there really was ſuch *an Account*; that it was written by a Man of Probity, and that they had made a right Quotation from it: but all this we are to take their bare Word for, which in this Caſe at leaſt, it can be no Affront to them to ſay, is of no Weight at all.— But ſuppoſing all this be granted, nothing more can be collected from it than this, that *Sylvanus Davis* was of the Opinion that the ſaid Grant extended from *Caberſeconte Northward to the Falls of Negumkee*: but his Opinion can be of no more Weight now, than the ſame Opinion of the *Brunſwick* Proprietors fifty Years hence, for in his Days there was as great a Conteſt about theſe Lands as now; and he was directly or remotely concerned in it, being a Factor to Mr. *Lake*, who with others, contrary to the Laws of the Colony of *Plymouth*, had got Indian Deeds of ſome of ſaid Lands. — This Opinion of *Davis*'s, inſignificant at beſt, dwindles down to Nothing, when it is conſider'd that there are no Falls between *Cobbiſeconte* and *Toconock*; which laſt is near ten Miles above *his Negumkee*.

" The next (ſay they) ſhall be from a Deed to a Gentleman in 1719. from one " of the *Plymouth* Company, for Lands in the *Plymouth Purchaſe* at *Kennebeck*, " wherein deſcribing the Patent-Tract, are theſe Words, viz. " ſituate, lying and " being on *Kennebeck* River, and each Side thereof, beginning Southerly where the " River *Cobbiſeconte*, alias *Comaſeconte*, runs into *Kennebeck*, and up the ſaid River " unto the Falls at *Neguambeck*, and 15 Miles on both Sides of the River, with " the ſaid River and Profits in ſaid Limits "— Who the Parties mentioned in this Deed are, we know not, and they have not thought proper (perhaps for very good Reaſons) to tell us: But whoever they are, we are perſuaded they never ſaw the *Plymouth* Patent, and knew but very little about the Deſcription of the Tract granted by it; for otherwiſe they could not (in a moral Senſe) have deſcribed the Patent Tract, in the Manner they have. There is ſo little Similitude in the Deſcriptions of one and the other, that no Body beſides the *Brunſwick* Proprietors, and thoſe who are intereſted, would take them to refer to the ſame Land, as in Fact they do not. As to the *Falls at Neguambeck* they will never be found up *Kennebeck* River 15 Miles *above Cobbiſeconte*; and therefore tho' every Individual of the *Plymouth* Company ſhould give Deeds of the foregoing Tenor, they would no more prove that there were any ſuch Falls above *Cobbiſeconte*, than they would prove that the ſaid Company had the Power of Creation: for ſuch a Power muſt firſt be exerted, before any ſuch Falls can exiſt.

It is not to be wonder'd at, that the Parties to the Deed abovementioned, never ſaw the *Plymouth-Patent*, and knew but little of the Deſcription of the Tract granted by it; for the ſaid Patent and many of the Papers relating thereto, that could any Way ſerve to elucidate it, have been for many Years *induſtriouſly conceal'd*: which alſo is the Reaſon that the greateſt Part of the *Plymouth Company* knew nothing of

the Patent, and but little of the Land granted by it, and were ſo long inactive about it.

With Reſpect to the Patent, it was concealed for a great Number of Years, and no longer ago than the Year 1741. by Accident diſcover'd, as appears by the following Teſtimony of the Hon. *Samuel Welles*, Eſq; *viz.*

"I *Samuel Welles* of *Boſton*, in *New-England*, declare and teſtify, that ſoon after my being a Member of the General-Court in the Year 1727. great Enquiry was made after *the Patent of the late Colony of Plymouth*, but in vain, and divers Times afterwards in the Controverſy with *Rhode-Iſland* in the Year 1733. & 1739. (in both which Years I was appointed, by the *General Court* of the Province of *the Maſſachuſetts-Bay*, with others, to tranſact and manage on their Behalf) the *Plymouth Patent* was very earneſtly ſought after, but could not be found, and it was concluded it was utterly loſt, or induſtriouſly concealed. But in the Year 1741, when with others, I was again appointed to act for *the Province* in the Controverſy with *Rhode-Iſland*, before the Court of Commiſſioners at *Providence*; a Sight of the Original Patent to *Plymouth*, was judged *abſolutely neceſſary* for the Court, and accordingly great Search was made over again at *Plymouth*, at *Ipſwich* and *Cambridge*, it being ſaid that Preſident *Leverett* had it once in Poſſeſſion, but to no Purpoſe; and the *Agents for the Province* had almoſt given over; but from ſome Diſcourſe repeated, which had paſſed many Years before, it was thought beſt to enquire farther, and *Perez Bradford*, Eſq; was deſired to do it, and with *much Difficulty*, as he told the Agents, he procured it, as being *deſignedly* concealed."

Samuel Wel'es.

Suffolk, ſſ. *Boſton*, *April* 6th 1753.

Samuel Welles perſonally appearing, made Oath to the Truth of the foregoing Declaration by him ſubſcribed: Taken *in Perpetuam Rei Memoriam*,

Before Us, *Edward Winſlow*, *William Stoddard*, } Juſt. Pacis, *Quorum Unus.*

This deſigned Concealment has been a great Diſadvantage to the *Plymouth-Company*, but a proportionable Advantage to its Adverſaries; and, had it continued a few Years longer, might have put it out of the Power of ſaid Company to reſume their Right to the granted Tract: which would have miniſter'd greatly to the Conſolation of the *Brunſwick* Proprietors, and the other Opponents of the ſaid Company, who in that Caſe would have poſſeſſed *unmoleſted*, a fine Country which they had *no Manner of Right to.*

Having ſeen what their Evidence amounts to, we ſhall proceed to prove that there is a Place two or three Miles *below Cobbiſeconte and Falls there*, called and known by the Name of *Nehumkeeg* or *Negumkike*; and that there are *no Falls above Cobbiſeconte for twenty four Miles*; and the ſame Evidence will make it probable that there is no Place *above Cobbiſeconte* called *Negumkike.*

The firſt Teſtimony we produce is the above-mentioned Mr. *Joſeph Bane*'s, viz.

"*JOSEPH Bane*, Reſident at *St. George's-Fort*, aged Seventy-ſix Years, teſtifieth, that about the Year 1692. I was taken Captive by the Indians, and remained a Captive with them about ſeven Years and ten Months, and learned their Language, and travelled about with them in *Amroſcoggin* and *Kennebeck* Rivers, and very

very well remember the ſaid River *Kennebeck* from the Mouth to *Norridgwalk*; and a *Place called Nahumkeeg Brook and Falls*, which is on the Eaſt Side of ſaid *Kennebeck* River, *about ſeven Miles above the* upper End of an Iſland in ſaid River *Kennebeck*, commonly called or known by the Name of *Swan-Iſland*, and alſo a Place or River called or known by the Name of *Cobbiſeconte*, which is about *ten or twelve Miles above ſaid Swan Iſland*, and lying on the Weſt Side of ſaid River aforeſaid; and alſo a Place called by the Indians (as the aforeſaid Places were) *Warunſkick*, being a Branch of the aforeſaid River, being the Eaſt Side of ſaid River near to old Norrigwalk. And I further teſtify and ſay, that I always underſtood by the Indians and Engliſh, that *Kennebeck River was called Kennebeck to the Sea or Ocean*, and I underſtand the Indian Language well, and that *the Mouth of Kennebeck River is called by the Indians Sunkadarunk*, which the Engliſh call *Sagadehock*, viz. *the Mouth of Kennebeck* River." *Joſeph Bane.*

Taken *in Perpetuam*, &c. *Oct.* 21. 1752.— The ſame *Joſeph Bane* which ſaid there was a Place *above Cobbiſeconte* called Negumkike, *near which is ſome Falls*, alſo ſays there is a Place called *Nehumkeeg-Brook and Falls*, ſeven *Miles above Swan-Iſland*, or three *below Cobbiſeconte*.

The next is Meſſieurs *Call*'s and *Collar*'s, *viz.*

"WE the Subſcribers of lawful Age, teſtifieth and ſayeth, that we have lived in Kennebeck-River for about twenty Years, and are well acquainted with ſaid River, *from the Mouth up to Toconick or Neconnet Falls*, about 36 Miles above *Richmond Fort*, and about 62 Miles from the Mouth of ſaid River *Kennebeck*; and are well acquainted with all the noted Places, Brooks and ſmall Rivers, called by the Indians from ſaid Richmond-Fort up to ſaid Teconick Falls, *viz. Neſcumſkick* about five Miles above the Fort; *Nehumkeeg* or *Negumkike Falls about ſeven Miles diſtant from ſaid Fort* on the Eaſt Side of Kennebeck-River. a ſmall Brook on the Eaſt Side about nine Miles diſtant, the Name unknown to us; *Cobbaſeconte River* about ten Miles on the Weſt Side; *Nedomcook* about twelve Miles; *Cuſhana* about 18 Miles; *Majagamagooſa* 24 Miles; *Sebaſtoocook* 35 Miles; *Teconick* or *Neconnet Falls* about 36 Miles. And we further teſtify, that we never knew or heard of any Place called by the Indians or Engliſh *Nehumkeeg or Negumkike Falls, but the Place above-mentioned, which is on the Eaſt Side of Kennebeck-River, about two or three Miles below Cobbiſeconte* towards *Richmond Fort* on the oppoſite Side. And we ſtand ready to give our Teſtimony to the Truth of the above, before any Authority. Given under our Hands this 2d Day of *April* 1752. *Philip Call,*

Teſt. *Aaron Willard*, Jun. *Obadiah Call,*

David Joy, *James Collar.*

York, ſſ. *May* 25. 1753.

Then *Phillip Call*, *Obadiah Call*, and *James Collar*, all perſonally appeared, and being firſt *carefully examined*, and *cautioned* to declare the whole Truth in the Caſe, made ſolemn Oath to the Truth of the within Depoſition ſigned by them. Taken *in Perpetuam Rei Memoriam*, before Us,

Samuel Denny, } Two of his Majeſty's Juſtices
Samuel Moody, } of the Peace, *Quorum Unus.*

The

Then next is Mr. *John Herron*'s, viz.

"*John Herron* of lawful Age, teſtifies and ſays, That he hath lived in *Kennebeck-River* thirty-four Years, or thereabouts, and is well acquainted from the Mouth of ſaid River to *Norridgwalk*, with ſome of the noted Places and their Names as called by the Indians and Engliſh, viz. *Nehumkeeg* or *Negumkike-Falls*, about ſeven Miles above *Richmond-Fort* on the Eaſt Side of ſaid River *Kennebeck*; *Cobbiſeconte* River, about ten Miles above ſaid Fort on the Weſt Side of the River; *Squehegan* Falls about one Mile below *Norridgwalk* Town on *Kennebeck-River*. And he further teſtifies and ſaith, that he never heard any Indian or Engliſh call the above Places by any other Names; and no other Place called *Negumkike* or *Negumkeeg*, but the above. Given under my Hand this 2d Day of *April* 1752."

John Herron.

Taken in Perpetuam *May* 25. 1753. before Meſſieurs *Denny* & *Moody*, Juſtices *Quorum Unus.*

The next ſhall be the Depoſition of *Jabez Bradbury*, Eſq; Commander of Fort *George* in *St. George's River*, taken *in Perpetuam* &c. *viz.*

"I *Jabez Bradbury* of *St. Georges's River*, Eſq; do teſtify and ſay, That I went into *Kennebeck-River*, about thirty Years ago, where I liv'd Years, and became well acquainted with ſaid River, &c. I alſo teſtify that there is *a ſmall River about two or three Miles below* Cobbiſeconte, *known by the Name of* Nehumkeeg *or* Nehumkee, which empties itſelf into *Kennebeck-River* on the Eaſt Side of it; *at the Mouth of which ſmall River call'd* Nehumkeeg *or* Negumkike, *where it empties itſelf into* Kennebeck *are* Small-Falls; near which Place I lived and kept a Trading Houſe for ſome Time: And I never underſtood by the Indians, or any other Perſons, that there was any other River or Falls in *Kennebeck* (than the above mentioned) known by the Name *Nehumkeeg* or *Nehumkee*, or by any Name ſimilar thereto. I alſo teſtify that *Richmond-Fort*, (a little above the North End of *Swan-Iſland*) is about twenty-four or twenty-five Miles up *Kennebeck-River*, from the Mouth of it to the Sea; that *Alexander Brown*'s Farm is about ſix Miles; *Cobbiſeconte* about ten Miles, and *Cuſhenoc* about eighteen Miles above *Richmond-Fort*; and that *Waſſerumkeeg* is juſt below the Great Falls of *Squahegon*, and about ten Miles below *Norridgwock*; all which Places are in *Kennebeck-River*; and *Richmond Fort*, *Brown*'s Farm and *Cobbiſeconte* aforeſaid, on the Weſt Side of *Kennebeck-River*. I alſo teſtify, that I was occaſionally talking with *Bombazeen* (one of the Chiefs of the *Norridgwock* Indians) about one Mile and Half above *Job Lewis*, Eſq; his Houſe, (which is on the Eaſt Side of *Kennebeck-River* oppoſite to *Merry-Meeting-Bay*) and ſaid *Bombazeen* told me, *that* was his Uncle *Baggaduſſett*'s Place; and that *William Burns*, who then liv'd on that Land was call'd *Baggaduſſett*, becauſe he lived on Part of that Land that formerly belong'd to ſaid *Baggaduſſett*. I alſo teſtify and declare, that I was preſent when Meſſieurs *Gibbs* and *Skinner*, were with *Joſeph Bane*, about getting his Depoſition reſpecting *Nehumkike* &c. which Depoſition was taken before *Jacob Wendell*, Eſq; and my ſelf, at *Fort-George* on *St. George's-River*, *October* 19th 1752. And I remember the Converſation which paſs'd, the Subſtance of which (ſo far as it related to ſaid Depoſition) is as follows, *viz.*

A Depoſition being produc'd by ſaid Gentlemen, it was read to the ſaid *Bane*, who in the main approv'd of it: Some Enquiries were made of him by ſome of the Company reſpecting *Nehumkike*, ſaid to be in the Depoſition fifteen or ſixteen Miles above *Cobbiſeconte*; as, Are there any Falls there? To which he anſwer'd, *Near to that Place is Falls*; and accordingly it was put down ſo. I don't undertake to ſay, that the very Queſtions and Anſwers paſs'd, or that they were in the Order they ſtand here; but only that this was the Amount and Sum and Subſtance of the Converſation relating to *Nehumkike*, ſo far as I could collect. When this Converſation happened, Mr. *Samuel Goodwin* was preſent, with ſome others.

Jabez Bradbury.

Many other Evidences we have of the ſame Tenor, which prove that *Nehumkeeg or Negumkike Falls are* a little *below Cobbiſeconte*, and the Perſons who gave them declare therein, they never heard of any ſuch Falls above *Cobbiſeconte:* But we ſhall produce poſitive Evidences *that there are no ſuch Falls above Cobbiſeconte*, viz. Mr. *John North*, and *his Aſſiſtants*, who have lately been employed in taking a Survey of *Kennebeck as high up as twenty four Miles above Cobbiſeconte*, viz.

"*John North* of lawful Age, ſaith, that he meaſured Kennebeck-River, about *twenty four Miles above Cobbiſeconte*, and finiſhed ſaid Meaſure or Survey the 27th Day of *April* 1753. and ſaw no Falls in ſaid River of Kennebeck for that Diſtance. There is ſeveral ſmall Iſlands in the above River, and ſtrong Current in ſome Places above Cuſhanna. Given under my Hand this 12th Day of *May* 1753."

John North.

We the Subſcribers atteſt to the Truth of the above, being employed to aſſiſt in the above Survey.

Jonathan Rand, Jun.
William Jones,
Samuel Marſon.

Taken *in Perpetuam May* 25. 1753. before the Juſtices aforeſaid.

Thus have we abundantly proved that *Negumkike-Falls are a little below Cobbiſeconte*, and that there are *no Falls of that Name above Cobbiſeconte.*

The *Brunſwick* Proprietors have endeavour'd to confound the Names of Places; and have amuſed their Readers that there is a Place above *Cobbiſeconte* called *Negumkike*, to give ſome Colour of Ground that the Plymouth Grant extends from the Mouth of Cobbiſeconte *up* the River only: But we have proved above, that the *utmoſt Limits of Cobbiſeconte* cannot mean *the Mouth of Cobbiſeconte*, but *the Head of Cobbiſeconte*, and therefore *(even on the Suppoſition there be ſuch a Place as Negumkike above Cobbiſeconte, and Falls there too)* that their Conſtruction of the Bounds of ſaid Grant is abſurd, ridiculous and non-ſenſical; and only ſerves to ſhew that they have a *Diſpoſition to hide the Truth*, and enlarge their Poſſeſſions at the Expence of the *Plymouth Company.*

VII. They endeavour to prove that *the lower Part of Kennebeck River*, viz. *that Part which lies between Merry-Meeting Bay and the Sea, is called Sagadahock River*; as from the 27th to the 30th Page. —— But,

Before they go upon it, they endeavour to ſet aſide a Piece of Evidence which we produced in our Remarks, to prove that the River between *Merry-Meeting Bay*

 and

and the Sea was called Kennebeck River : to prove which we ſaid in our Remarks, " We have many Evidences to produce ; but at preſent ſhall content our ſelves " with one which the *Brunſwick Proprietors* will not have the Face to queſtion, *viz.* " A Deed from *Ephraim Savage*, (Adminiſtrator to *Richard Wharton)* to the late " *Thomas Hutchinſon*, Eſq; and others (whoſe Succeſſors the *Brunſwick* Proprie- " tors are) dated *Nov.* 5. 1714 in the deſcriptive Part of which, *Atkins's-Bay* is " mentioned as one of their Boundaries, and is expreſly ſaid to be *in* Kennebeck- " River : and the Situation of *Atkins's-Bay* is known to be, and by their Plan " they acknowledge it to be a little *within the Mouth of the River*, on the Weſt " Side of it, not more than a Mile from the Sea. And this Evidence is corrobo- " rated by their printed Advertiſement, ſigned by Mr. *Belcher Noyes*, dated *Nov.* 13. " 1751. in which they mention *Atkins's Bay to be in Kennebeck River* ; which ſuf- " ficiently proves that the Name *Kennebeck* is properly applied to the whole Ri- " ver."— To ſet this aſide they only ſay, " all that it proves is, that *Ephraim* " *Savage* was miſtaken, and that we in deſcribing the *Pejepſcot Company's* Claim " as it was deſcribed in *Savage*'s Deed, did as we ought to do.—

This bears hard upon them, and they have no other Way to get rid of it than ſaying " that *Savage* was miſtaken." But *Savage* was not miſtaken, for his Deſcription is copied from the Indian Deed to the aforeſaid *Richard Wharton*, dated *July* 7. 1684. in which, part of the Land conveyed is thus deſcribed, *viz.* " And all the " Lands from *Macquoit to Pejepſcot*, and to hold the ſame Breadth where the " Land will bear it down to a Place called *Atkins's-Bay* near to *Sagadehoc* on the " Weſterly Side of *Kennebeck River*, and all the Iſlands in *Kennebeck River*, and Land " between ſaid *Atkins's-Bay* and *ſmall Point Harbour*."— Can any Thing ſhow more clearly than this, that the River at *Atkins's-Bay*, and between *Atkins's-Bay* and *Small Point* Harbour, is called *Kennebeck River* ; and *Small-Point* being on the Weſterly Side of the *Mouth of the River*, where it empties itſelf into the Sea, proves that the River is called *Kennebeck-River* down to the Sea ? But perhaps they may tell us that the *Indians* who gave this Deed, and *Wharton* who obtain'd it, were miſtaken : But what is it they wont ſay to anſwer their Purpoſe ?

Now let us examine the Evidences they have produced on the other Side of the Queſtion, *viz.* to prove that the River between *Merry-Meeting Bay* and *the Sea* is known by the Name of *Sagadahoc*.

The firſt they produce is " from *Smith*'s *General Hiſtory of New-England*, printed " 1624. where (Page 203) giving an Account of a Number of Perſons who ſail'd " from Plymouth in England for New-England, where they arrived in 1606, he " ſays " they planted themſelves at *Sagadahoc*, at the Mouth of a fair navigable " River."—Here is nothing ſaid of *Sagadahoc* being a River ; nor any Name given the fair navigable River, at the Mouth of which, viz. *at Sagadahoc* they planted themſelves. This therefore is nothing at all to their Purpoſe, but ſerves on the contrary to confirm an Obſervation we have made in our Remarks " that *Saga-* " *dahoc* which is an Indian Word, is generally underſtood to ſignify the Mouth of " a River, and as applied to *Kennebeck* means *the Mouth of it*." We are obliged to them (tho' contrary to their Intention) for furniſhing us with this Evidence, which otherwiſe, 'tis probable, we ſhould have been without.—They proceed " preſently

" after

" after in Page 207. he (*Smith*) ſays, " as to the Goodneſs and true Subſtance of " the Land we are for the moſt Part ignorant of them, unleſs it be thoſe Parts " about the Bay of *Chiſapeak* and *Sagadahoc*." which *laſt*, ſay they, is *doubtleſs* the " ſame we now call *Merry-Meeting Bay*."—By the *firſt Extract* they would have it appear that *Sagadahoc* was the Name of a fair navigable *River*, and by *this*, that it was the Name of a *Bay*; and if the Name of a Bay, it muſt DOUBTLESS be the ſame we now call *Merry-Meeting Bay*. But we have ſhewn that it was not the Name of a River; and it is as eaſy to ſhew that it was not the Name of a *Bay*; for *Smith*'s Words are " about the *Bay of Chiſapeak* and *Sagadahoc*:" if he had intended that *Sagadahoc* ſhould have been taken for *a Bay*, he would have ſaid the " *Bays* of Chiſapeak and Sagadahoc: But he had no ſuch Intention, for he makes it to be *the Mouth* or Land *at the Mouth* of a fair navigable River. But ſuppoſing it was the Name of a Bay, how does it appear that it is the ſame we now call *Merry-Meeting Bay*? Why, becauſe they ſay " it *doubtleſs* is the ſame." They have reſolved the whole of this Evidence into themſelves; they don't *doubt* that it is ſo, and therefore it is ſo.

They quote *Smith* further " he ſays (Page 208) the Principal *Habitation* North-" ward we were at, was *Penobſcot*; Southward along the Coaſt, and up the Rivers " we found (among *others* mentioned, ſay they, that is among *other Habitations*) " *Sagadahoc*, *Aumoughcowgen*, and *Kennebecke*; and further (Page 214) *Segocket* is " the next, then *Nuſkoucus*, *Pemaquid* and *Sagadahoc*." What is all this to the Purpoſe? Theſe Places are all mentioned only as Habitations.— Then they cite this Paragraph " up this River was the Weſtern Plantation" (Capt. *Popham's*) are *Aumoughcowgen*, *Kennebeck*, and divers others" (Habitations:) Which Paragraph by the Senſe or *Nonſenſe* of it, and by their Manner of Pointing, ſeems intirely independent of the foregoing. The foregoing Paragraph ends with *Sagadahoc* (by which is intended Sagadahoc Habitation) to which they immediately ſubjoin " up this River, &c." which has no Manner of Connection with *Sagadahoc* (Habitation) and thus with great Ingenuity endeavour to impoſe upon their Readers, and to make them believe that *Sagadahoc* is here called a River; at leaſt that ſo much is implied.— The laſt Quotation they make from *Smith* is as follows, " and Page 215. mentioning ſome remarkable Land-Marks, he ſays, *Sagadahoc* " is know by *Satquin*" which is an Iſland, ſay they, we now call *Seguin*."—It does not appear by what they have hitherto quoted, that *Sagadahoc* is any Thing more than *the Mouth* of a River, or *a Spot* or *Diſtrict of Land* (on which a Number of Perſons planted themſelves) *at the Mouth* of a fair navigable River; which laſt anſwers to the Repreſentation above; of it's being *a Habitation*: So that " *Sagadahoc* being known by *Satquin*" means here, either that the *Mouth or Entrance* of the aforeſaid navigable River, or that the *Habitation* called *Sagadahoc*, is known by *Satquin*. This is the Amount of *Smith*'s Evidence, which we take for granted they have cited Right; but whether Right or Wrong, it is no more to their Purpoſe than if they had cited the *Alcoran*.

" The next Authority (ſay they) we produce, ſhall be from *Purchaſe*, publiſh'd " at *London*, 1625. where are theſe Words, viz. " Three Days Journey from " *Aponeg* to the Weſtward there is a goodly River, called *Sagadehock*." And to

prevent all Cavilling there is the following Note in the Margin " *Sagadehoc* ; here " Capt. *Popham* built St. *George's-Fort* and planted."— They do not tell us where *Aponeg* was, nor Capt. *Popham's-Fort* ; and ſo we are left to gueſs where *Sagadehoc* was : But tho' *Sagadehoc* may appear by this to be a *River*, it appears by the ſame that it was *Land* alſo where Capt. *Popham* built a Fort and planted ? This River may ſometimes have been called Sagadehoc, from the Name of the Habitation or Territory near the Mouth of it ; but we ſhall preſently produce fuller Evidence from the ſame Writer with Regard to *Kennebeck*, to which we refer.

" The next (ſay they) is a Grant from K. *Charles* I. to Sir *F. George*, dated *April* " 3. 1639. viz " from Piſcataqua Harbour's Mouth North-Eaſtward along the " Sea Coaſt to *Sagadehock*, and up the River thereof, to *Kennebeck* River."

Sagadehoc is not called *a River* here ; it is only ſaid " *to Sagadehock and up the* " *River thereof :*" On the contrary, this Manner of Expreſſion implies that *Sagadehoc is a Territory, up the River whereof* the ſaid Grant was to extend.

" The next (ſay they) ſhall be from the *Maſſachuſetts Charter*, where mentioning " theNumber of Councellours to be annually choſen, it is ſaid " And one of the " Inhabitants of or Proprietors of Land within the Territory, lying between the " River of *Sagadehoc*, and *Nova-Scotia*." And further, there is this Clauſe in ſaid " Charter, " from the River of *Sagadehock* to the Gulph of St. *Lawrence*, &c.

River of Sagadehock : The ſame Anſwer ſerves here as above, viz. that *Sagadehock* is not called a River, and that the Mode of Expreſſion implies it to be a *Territory* : and in Fact we have ſeen by the Evidence *they* have produced above, that it was a *Habitation* or *Territory*.

" The next (ſay they) ſhall be from an Indian Deed, of a Tract of Land many " Miles from the Sea up the River (*what River ?*) from *Robin Hood*, to *Brown* " and *Bateman*, dated *Nov.* 1. 1639. in which ſaidLand is bounded on *Sagadehock* " *River*."— Is would not have ſerved their Turn to give the Deſcription in this Deed *ſo called*, as it ſtands therein. The whole of this famousDeed (as we are told by a Perſon who has ſeen it) is compriſed in four or five Lines in theſe Words, or to this Effect " That *Robin Hood* in Conſideration of *thirty ſound Pumkins*, ſells all " his Land about *Nequaſit* to *John Brown and Bateman*." And below it is a Certificate dated about forty Years after the Deed, " that ſaid Land is bounded on " *Sagadehock*." This is one of their Deeds which they oppoſe to the *Plymouth Company's* Claim ; and is ſo ridiculous, that it would be ridiculous to take any further Notice of it.— We paſs therefore to,

" Another Proof, which (ſay they) ſhall be from the Account of *Sylvanus Davis* " before mentioned, which we find in theſe Words, " the Lands on both Sides of " Sagadehock-River and Kennebeck-River, &c." and further, " Sagadehock- " River is from *Small-Point*, to *Merry-Meeting*, which is about 25 Miles, and at " *Merry-Meeting* is the Outlet of a Bay which is five Miles over, into which Bay " ſix Rivers fall, the moſt conſiderable of them is in Kennebeck, at the Mouth of " which is Swan-Iſland, about five Miles long, from the uppermoſt Point of Swan- " Iſland to Cobbiſeconte, is more than twelve Miles."

We wiſh we could ſee *this Account of Davis's*, which as we have ſaid above is a Manuſcript in *their* Poſſeſſion, which no Body can have Recourſe to but themſelves ;

ſelves; they can quote it therefore or miſ quote it, juſt as they pleaſe, without the Hazard of being detected. But ſuppoſing *this Account* genuine, it does not appear that the River between *Merry-Meeting Bay* and *the Sea* was called *Sagadehock* before *Davis*'s Time; but the contrary will manifeſtly appear after we have produced our Evidence reſpecting Kennebeck: and there is great Reaſon to ſuſpect that *Davis* might be under ſome undue Biaſs in this Affair, being directly or remotely intereſted; and therefore that his Opinion therein is not to be depended on. But on the Suppoſition he was under no ſuch Biaſs, *his Account*, and all their other Evidence, when compared with ours, *and weighed* therewith *in the Ballance, will be found wanting.*

" The laſt Thing (ſay they) we ſhall mention, is a Vote of the General Aſſembly of the Province of Maſſachuſetts-Bay, as follows, " In the Houſe of Repreſentatives, *June* 23. 1738. *Voted*, That all the Lands lying and being betwixt Steven's River and the River Sagadehock on the Weſt, about three Miles in Breadth, and Parker's Iſland on the Eaſterly Side of the ſaid River of Sagadehock, extending three Miles into the Main, with all the Inhabitants thereon, as high up on each Side of the River as the Chops of Merry-Meeting Bay ſo called, or Temple Bar, be and hereby are annexed to and accounted as Part and Parcel of George-Town, ſo called, on Arowſick Iſland in Sagadehock-River, ſubject to do Duty, &c."

The Lands here deſcribed lie within the Tract claimed by the *Pejepſcot Company*, and ſo it may be ſuppoſed that the ſaid Company or ſome of them petitioned the General Court that ſaid Lands might be annexed to *George-Town.*— It is not to be wonder'd at therefore that in their Petition (upon which the Vote paſſed, and from which ſaid Deſcription was taken) they deſcribed thoſe Lands in the Manner above: and this we believe to be the Reaſon that they have not mentioned the Names of the Perſons upon whoſe Petition the ſaid Vote paſſed, leaſt we ſhould know that they were of the *Pejepſcot-Company*, or actuated by them. If this be the true State of the Caſe, the ſaid Lands being ſo deſcribed by the ſaid Company in the Year 1738, can be of no more Authority than their ſimilar Deſcriptions in the Year 1753.— However that be, we ſhall preſently produce *a Vote of the Aſſembly of the ſame Province*, in Relation to *Kennebeck*, to the Authority of which no Objection can be made: In the mean Time we ſhall give a Deſcription of Part of the Lands deſcribed in the Vote above mentioned, as we find it in a Petition to the General Court preſented at the Seſſion *in May laſt*, and ſigned by ſix and forty Perſons, viz. *Jonathan Philbrook* and others, who humbly ſhew, " That they are " Inhabitants of thoſe Lands *on Kennebeck River*, bounded Southerly *on Winni-* " *gance* River, Eaſterly *on Kennebeck*, Weſterly *on Stevens*'s River, and Northerly " *on Merry-Meeting Bay, in Length about nine Miles*, and in Breadth about three; " *which about fourteen Years ſince were annexed by this Court to George-Town*, &c.

Here it is ſaid that theſe Lands are *on Kennebeck River nine Miles in Length*, viz. from *Winnigance* Southerly, up to *Merry-Meeting Bay* Northerly: And *Winnigance* where it runs into *Kennebeck* is ſeveral Miles *below* the upper or Northerly End of *Arrowſick Iſland.*

Having thus examined *their* Evidence, and ſeen the whole Amount of it, we ſhall now produce *our own*, which we doubt not, will ſatisfy every unprejudiced Reader *that the River between Merry-Meeting Bay and the Sea* (which they call *Sagadahock*) *is really Part of Kennebeck River.*

The

The firſt we ſhall produce is *Purchaſe* above-mentioned, printed 1625. who gives an Account of a Voyage to *North-America* undertaken in the Year 1604. wherein it is ſaid (Page 1625) " From *St. Croix* to ſixty Leagues forward, the Coaſt lieth Eaſt and Weſt: at the End of which ſixty Leagues is a River, called by the *Savages, Kenibeki.*" In the ſame Page " In all this Coaſt ſo far as *Kenibeki*, there are many Places where Ships may be harboured among the Iſlands."— (Page 1626) " The River of *Norombega* being paſſed, Monſi. *de Monts* went ſtill Coaſting, until he came to *Kinibeki*, where a River is that may ſhorten the Way to go to the great River of *Canada.*" (ſame Page) " from *Kinibeki* going further, one findeth the Bay of *Marchin*" (perhaps *Caſco-Bay*)—(ſame Page) "The People that be from *Saint John's River* to *Kinibeki* (wherein are compriſed the Rivers of *St. Croix* and *Norombega*) are called *Etechemins*; and from *Kinibeki* as far as *Malebarre*, and farther they are called *Armouchiquois.*"

The next we ſhall produce is *Hubbard's Hiſtory*, printed by *ſpecial Authority of the Governour and Council of the Maſſachuſetts Colony*, in the Year 1677. entitled, *A Narrative of the Troubles with the Indians in New-England, from Piſcataqua to Pemaquid:* wherein he ſays (Page 2) " The firſt Place that ever was poſſeſſed by " the Engliſh, in Hope of making a Plantation in thoſe Parts, was *a Tract of* " *Land* on the Weſt Side of the River *Kennebeck*, then called *Sagatawocke*, ſince " *Sagadehock.*"— " In *the Mouth* of the River of *Kennebeck* lies a conſiderable " Iſland called *Arowſick* — " There is another River (Page 3.) that *iſſues into* " *Kennebeck*, a little higher up into the Country called *Pegypſcot*, that comes down " from behind *Caſco-Bay.* This *Pejepſcot* is the Seat of the *Amoſcogging* Indians." N.B. *Pegypſcot* is the ſame that they call in their printed Plan *Androſcoggin* River; and *iſſues into* the lower or Southerly Part of *Merry-Meeting* Bay.—Pa. 31. he ſays, " News was brought to the ſaid Indians of the Surprizal of *Arowſick* Houſe in " *Kennibeck*, &c."—Page 42. " This Iſland called *Arowſick, lies up ten Miles with-* " *in the Mouth of Kennibeck* River." N. B. This agrees with their printed Plan, in which *Arowſick* lies about ten Miles within the Mouth of the River from the Sea. Page 67. " *February* 21. (1676) This Morning we ſet Sail for *Kennebeck*, and ar- " rived at the Harbour's Mouth at 4 o'Clock; about Sun-ſet we ſet Sail *up the* " *River*, and got to the lower End of *Arowſick.*"—

The next is a Deed from *Thomas and Mary Webber* to *Richard Collicot*, made the 16th *February* 1663. of an Iſland commonly known by the Name of *Long-Iſland*, lying and being *at and near the Mouth of Kennebeck* River—butting *on Sagadahock's Point of Entrance.*

The next ſhall be a Vote of the General Aſſembly of the Province of the Maſſachuſetts, in *June* 1735. to accept the Report of " a Committee appointed to run the Lines between the Province Lands, and the Town of *North-Yarmouth*; the laſt Paragraph of which Report is " And the ſaid South Eaſt Line being continued, runs *into the main Sea, at the Mouth of Kennebeck-River.*

The laſt ſhall be the Depoſitions of ſundry Perſons which follow, *viz.*

" I *Thomas Piercy* of *George Town*, aged 64 Years, do certify and ſay, that about twenty-three Years ago I went down to the Eaſtward, and lived on *Swan-Iſland* in *Kennebeck-River* for Nine Years; after which I removed to a Place adjoining to *Small-Point*, and from thence I removed to a Place called *Cock's-Head*, both

which laſt mentioned Places, as well as *Swan-Iſland* do lie in Kennebeck-River, and that *Cock's-Head* is about one Mile from *Honeywell's Point*, and ſaid *Honeywell's Point* is about one League diſtant from *Sequin* Iſland, which Iſland called *Sequin* lyeth off the Mouth of Kennebeck River, and beareth South: And I do teſtify and ſay, that the River beareth the Name of *Kennebeck* from fore-mentioned *Honeywell's Point* many Leagues upwards into the Wilderneſs, nor did I ever hear ſaid *Kennebeck* River called by any other Name, until ſince the Time when Mr. *Samuel Goodwin* went upon the Survey in the Service of the *Plymouth-Company*, which was about three Years ago; but it has been always heretofore called *Kennebeck* River, and is now called *Kennebeck* River by the moſt ancient Perſons now living there, and known by no other Name; and further ſaith not. Given under my Hand this 30th Day of *April* 1753. *Thomas Piercey.*

Suffolk, ſſ. *Boſton*, *May* 1. 1753.

Mr. *Thomas Piercey* made ſolemn Oath to the Truth of the above-written Declaration: taken *in Perpetuam Rei Memoriam.*

Before us, *Samuel Welles*, *John Hill*, } Juſtices of the Peace, *Quorum Unus.*

The Depoſition of *Jabez Bradbury*, Eſq; Commander of Fort-George, *viz.*

"*Jabez Bradbury* of St. George's-River, teſtifies and ſays, that I went into *Kennebeck* River to live about thirty Years ſince, and I always underſtood by the Indians that the *River Kennebeck ran to the Sea or Ocean*, and bore the ſame Name *quite down to the Ocean*; that *Sagadahock* at the Mouth of *Kennebeck River* in the Indian Language means a coming in of a River, and from thence I ſuppoſe that it took it's Name of *Sagadahock*, and that I underſtood it ſo, being well acquainted with it near thirty Years, and with the Indians that traded in ſaid River," &c. Taken *in Perpetuam— April* 1. 1751.

The Depoſition of Mr. *Edward King*, viz.

"*Edward King* of *Boſton*, Surveyor, aged about 47 Years, teſtifies and ſays, that in the Year 1728, he went down into the Eaſtern Parts of this Province, *viz.* Maſſachuſetts-Bay, where he lived untill the Year 1752. and has travel'd thro' great Part of the ſaid Eaſtern Country; and by that Means became generally acquainted with the moſt noted Parts, particularly with the large Rivers, and that he was a Chain-man for Mr. *Phineas Jones*, in his Survey of Kennebeck River and Land adjoining, which Survey was in the Year 1731; and that he never underſtood by the ſaid *Jones*, or any other Perſon there, that Kennebeck River was ever called by any other Name but *Kennebeck*, from *it's Mouth where it emptieth itſelf into the Sea* or Weſtern Ocean *up to Norridgwock*, which is about *one Hundred Miles*." *Edward King.*

Taken in Perpetuam, *Feb.* 15. 1753. before *William Stoddard*, *Daniel Henchman*, } Juſtices of Peace, *Quorum Unus.*

The laſt we ſhall produce at this Time, is the Depoſition of *John Gyles*, Eſq; viz.

"I *John Gyles* of *Roxbury*, in the County of *Suffolk* and Province of the *Maſſachuſetts-Bay*, in *New-England*, Eſq; aged 73 Years, do teſtify and ſay, that when I was about twelve Years old, I was taken Captive at *Pemaquid* by the Indians, and

continued.

continued with them about nine Years, in which Time I learned their Language, ſo that I did then, and do now underſtand it well: And I always underſtood both by the Indians and the Engliſh, that *Kennebeck* River not only extended itſelf from Merry-Meeting Bay far upwards into the Country, but alſo from ſaid *Merry-Meeting Bay* downwards *quite to the Sea* or Weſtern Ocean, *into which the ſaid River Kennebeck emptieth itſelf.* And I alſo always underſtood by the Indians that the Word *Sagadarock* in their Language (and is the ſame with the Word *Sagadahock* which the Engliſh make Uſe of) means no more than the Mouth of, or Entrance into a River. —Given under my Hand this 15th Day of *January*, in the Year 1753.

John Gyles.

Taken in Perpetuam, *Jan.* 15 1753, before *Samuel Welles*, *Daniel Henchman*, { Juſtices of Peace, *Quorum Unus.*

Many other Authorities, all tending to prove the ſame Point, namely, *that the River between Merry-Meeting Bay and the Sea* (which they call Sagadehock) *is really Part of Kennebeck River*, might have been produced, but we think thoſe already produced, will be ſufficient to ſatisfy any rational & unprejudiced Enquirer, and therefore we will not needleſly multiply them. "And now, let what has been here "offered, be placed in one Scale, and all the Evidences they can produce or boaſt "of, be placed in the other, and we are very willing the World ſhould judge "which preponderates."

The Evidence above, not only ſerves the Purpoſe for which we produced it, but to ſhew what and where *Sagadahock* is: And it appears to be a Diſtrict of Land, or a Territory, at and near the Mouth of *Kennebeck River* on the Weſterly Side.

Having thus undeniably proved, that *Kennebeck River* extends *down to the Sea*, their Argument againſt extending the Plymouth Grant to the Sea, founded on the contrary Suppoſition falls to the Ground. Their Argument ſtands thus: "The Plymouth Grant is bounded on Kennebeck River; but Kennebeck River does not extend to the Sea; therefore the Plymouth Grant does not extend to the Sea."— This is their laſt Argument: but the laſt turns out like all that preceeded it—abſolutely good for Nothing.—

Before we proceed to the next Head, we ſhall produce ſundry ancient Records which ſhew, *Firſt*, That it was anciently underſtood by the *Neighbours* of the Colony of Plymouth, that the ſaid *Colony's Patent Tract* on *Kennebeck* extended *down to the Sea.*"

Secondly, That the *Plymouth Colony* were long in the Poſſeſſion of *Kennebeck* River, and the Trade thereof; and looked on themſelves as having a *Right thereto, excluſive of all others.*

1ſt. That it was anciently underſtood ſo; will appear by a Letter of *Thomas Dudley's*, Eſq; Governour of the *Maſſachuſetts Colony*, dated *May* 22. 1634. taken from *Bradford's* Hiſtory of Plymouth. But that the ſaid Letter may be intelligible, we ſhall mention the Occaſion of it. One *Hocking* belonging to *Piſcataqua* went with a Bark to trade at *Kennebeck*; when he had got there, he was forbidden by one of the Plymouth Agents to attempt any ſuch Thing: But he perſiſted in it, & went up the River, & anchor'd. The Perſon who forbad him with ſome others, took their Opportunity in a Canoe, and cut *Hocking's* Cable, ſo that he drove down the River with

with the Stream. Upon this, *Hocking* takes up a *Muſket* which he had laid ready, and ſhot the Man, who cut the Cable, dead on the Spot: in return, one of the *Plymouth-men* ſhot *Hocking* dead.

This Affair made a conſiderable Noiſe, and particularly in the *Maſſachuſetts Colony*; where ſoon after the *Plymouth* People on ſome Occaſion ſent a Veſſel; on board of which was one Mr. *Alden*, who had been at *Kennebeck*, but no Actor in the Tragedy. Mr. *Alden* on his Landing was committed to Priſon, but his Veſſel diſmiſſed. When they heard at *Plymouth* of Mr. *Alden*'s Impriſonment, they ſent Capt. *Standiſh* with Letters to Governour *Dudley* and the Court, to give a true Information of the Matter, and to procure Mr. *Alden*'s Releaſe: To one of which Letters Governour *Dudley*'s is an Anſwer, *viz.*

Newtown, May 22. 1634.

Good Sir,

"I Have received your Letter by Mr. *Standiſh*—For the Buſineſs you write of, I thought meet to anſwer a Word or two to your ſelf, leaving the Anſwer of your Governour's Letter to our Court, to whom the ſame, together with my ſelf, is directed. I conceive ('till I hear new Matter to the contrary) *that your Patent may Warrant your Reſiſtance of any Engliſh from trading at Kennebeck*; and that the Blood of *Hocking* and the Party he ſlew, will be required at his Hands; yet do I with your ſelf and others ſorrow for their Deaths. I think likewiſe that your general Letters will *ſatisfy our Court*, and make them ceaſe from any further intermedling in the Matter. I have upon the ſame Letter ſet Mr. *Alden* at Liberty and his Sureties; and yet, leſt I ſhould ſeem to neglect the Opinion of our Court, and the frequent Speeches of others with us, I have bound Capt. *Standiſh* to appear the 3d of *June* at our next Court, to make Affidavit for the Copy of the *Patent*; and to manifeſt the Circumſtances of *Hocking*'s Provocations, *both which* will tend to the clearing of your Innocency. If any Unkindneſs hath been taken from what we have done, let it be further and better conſidered of I pray you, and I hope the more you think of it, the leſs Blame you will impute to us: At leſt you ought to be juſt in differencing them, whoſe Opinions concur with your own, from others who were oppoſite; and yet I may truly ſay, I have ſpoken with no Man in the Buſineſs who taxed you moſt, but they are ſuch as have many Ways heretofore declared their good Affections towards your Plantation. I further refer my ſelf to the Report of Capt. *Standiſh* and Mr. *Alden*, leaving you for this preſent to God's Bleſſing &c. *Your very loving Friend, &c.*

Thomas Dudley.

This Affair and the Impriſonment of Mr. *Alden* cauſed a great Uneaſineſs between the two Colonies of *Plymouth* and *Maſſachuſetts*; but at length it ended in this Propoſal; That a Number of Magiſtrates and Miniſters of their own and the Neighbouring Plantations ſhould aſſemble, in order to ſettle the Matter amicably between them: Accordingly they did aſſemble; and "after all Things had been "fully opened and diſcuſſed, and the Opinion of each one demanded, both Ma-"giſtrates and Miniſters; tho' they all could have wiſhed theſe Things had never "been, *yet they could not but lay the Blame and Guilt on Hocking's own Head:* And "thus was this Matter ended, and their Love and Concord renewed."

By the Letter above it appears, Governour *Dudley* was of the Opinion, *that the Plymouth-Patent warranted their Reſiſtance of any Engliſh from trading* AT KENNEBECK—the Principal, the moſt known and beſt inhabited Part of *Kennebeck*, and conſequently that Part *next the Sea* (for ſo much at leaſt his Manner of Expreſſion implies) and therefore he muſt have underſtood the ſaid *Patent Tract to extend to the Sea*; for the Patent warranted Reſiſtance only within the Limits of the Tract granted thereby.

2dly, That the *Plymouth Colony* were long in the Poſſeſſion of *Kennebeck* River and the Trade thereof: and that they looked upon themſelves as having a Right thereto, excluſive of all others, will appear by the following Extracts taken from the ancient Records of ſaid *Colony*, and atteſted by *Joſiah Cotton*, Eſq; Regiſter for the *County* of *Plymouth*: which Extracts have been publiſhed more at large by the *Plymouth*-Company, and annexed to a printed Copy of their Patent, *viz.*

" At the General Court holden at *New-Plymouth*, the 8th of *June* 1649. a Committee was appointed to treat of and let the Trade *at Kennebeck*, which accordingly on the 4th of *July* following, they did for the full Term of three Years."

" At a General Court held at *Plymouth*, the 29th of *June* 1652. the Court are willing and do agree to ſell and let the Trade *at Kennebeck* to thoſe that formerly had it, on ſuch Terms as they formerly had it—for three Years."

" At the General Court held the 1ſt of *March* at *Plymouth*, 1655. they agree to let the Trade *at Kennebeck*, for the full Term of ſeven Years, beginning when the former Term ſhall be fully expired, &c."

" At the General Court held the 2d *July* 1655. a Committee is appointed to meet with the Magiſtrates at the next Court of Aſſiſtants, to treat with them about the letting of the Trade *at Kennebeck*, and about regulating the Diſorder of the Government there; and to take Order for the mending *of Jones's River* Bridge in Behalf of the Country."

" At the General Court held at *Plymouth* the 3d *July* 1656. The Committees of the ſeveral Townſhips were required to expreſs themſelves particularly, whether they would agree unto that which hath been done in letting of the Trade *at Kennebeck*, according to the Term agreed on by the Parties, &c. to which they have given a general Conſent in the Behalf of their Townſhips reſpectively.—The Treaſurer is appointed in the Behalf of the Country annually, to receive the Pay for the Rent of the Trade *at Kennebeck*, for every of the ſeven Years."

" At a General Court of Election held at *Plymouth*, the 7th Day of *June* 1659. before *Thomas Prince*, Governour, &c. *For-as-much* as we have good Information that Things are in ſuch a Poſture *at Kennebeck*, in Reference to ſome Troubles among the *Indians*, ſome of whom being ſlain, ſome carried away, and th reby alſo diſcouraged, that there is a preſent deſiſting from their Hunting; and ſo a Ceſſation of the Trade, whereby ſuch as have rented the Trade of the Country, are ſo far diſcouraged, that they ſee, and it probably appeareth, that they will not only be diſabled for paying the expected Rent, but will be likely to ſuffer great Loſſes; and do alſo fear they may be forced wholly to deſiſt, and to call Home their Eſtate there; whereby the Trade may be indangered to be loſt for the future, if ſome Courſe be not taken about it. THE Court do therefore recommend to the

ſeveral

ſeveral Townſhips Conſideration, and deſire they would depute ſome Men whom they can betruſt, to ſignify their Minds at the Sitting of the General Court in *October* next; and impower them to act in the Premiſes."

" At the General Court held at *Plymouth* the 3d of *October* 1659. Whereas by Order of Court, bearing Date the 7th of *June* 1659. it was recommended to the ſeveral Townſhips, to ſend their Deputies impowered to act in the ordering and ſettling the Trade *at Kennebeck*, which was much interrupted by Reaſon of ſome Troubles among the Indians, to the great Diſcouragement of the preſent Farmers thereof. *In purſuance of which Order*, the Deputies ſent from the ſeveral Townſhips upon their ſerious Conſideration of the Matter betruſted with them, have this 6th Day of *October* 1659. covenanted and agreed with the Farmers of the Trade, *viz.* Mr. *Thomas Prince* (Governour) &c. In Manner following, *viz.* THAT the Rent of the ſaid Trade for the Year 1659. be wholly remitted by the Country; and that *Ten Pounds* in Money be paid to the Country by the ſaid Farmers for the Year next enſuing: during which Time the Farmers engage to carry on the Trade as formerly: And at the End of ſaid Term, *viz.* on the 1ſt *November* 1660. the ſaid Farmers to leave *the ſaid Kennebeck Trade*, free without any Engagement, unto the Country's Diſpoſe as they ſhall think meet.—The aforeſaid Farmers alſo engaging not to have any Trade with the *Indians* there, any longer than to the End of the Term aforeſaid, *viz.* until the 1ſt of *November* 1660."

" At a General Court holden at *Plymouth* the 6th of *June*, 1660. before *Thomas Prince*, Governour, &c.—The ſeveral Towns within this Government having ſent in their Deputies, and impowered them to act for the Country in all Matters relating to the Trade *at Kennebeck*; they making their Appearance;— *imprimis*, *It was agreed*, That any former Agreements notwithſtanding, it ſhall be lawful for the Governour and his Aſſociates (who farmed ſaid Trade) Things being as they are, to call Home their Eſtates and Servants there, when they ſhall ſee Cauſe, &c."

Secondly, It was the Vote of that Committee, if £. 500 Sterling could be obtained for the Country's Intereſt there, it ſhould be ſold."

" In the Year 1661, the late Colony of New-Plymouth make Sale of all their Lands fifteen Miles on each Side *Kennebeck*-River as expreſſed in ſaid Patent aforeſaid for the Conſideration of £.400 Sterling to *Antipas Boyes* &c. their Heirs &c."

" In 1662, *Thomas Prince*, Gov. Whereas it hath been given forth, that divers have been unſatisfied *about the Sale of* Kennebeck; and that an Opportunity is lately preſented unto us for the having it again: The Deputies having conſidered thereof; and finding no Way preſenting it ſelf, by their taking of it again, for the Country's better Advantage, have, with one Conſent agreed that they deſire not to meddle with it again; but do ratify the Sale thereof."

By theſe Extracts it appears that the Colony of *Plymouth* were long in the Poſſeſſion of the River *Kennebeck* and the Trade thereof; and that they look'd upon themſelves as having a Right thereto excluſive of all others.

Among ſaid Extracts there is alſo an Account of the eſtabliſhing a Government *at Kennebeck*, viz.

" At the General Court held at New-Plymouth on the 7th of *March* 1653, before *William Bradford*, Governour, &c.

" WHEREAS ſundry have intrenched upon the Liberties of the Trade *at Kennebeck*; and, whereas alſo Letters Patents have been granted and ſent over from the honourable Court of Parliament & Council of State; thereby giving and granting unto this Juriſdiction, the aforeſaid Liberty of Trade in the aforeſaid River *with Enlargement*; as alſo requiring that ſuch due Courſe ſhould be taken, as that the Engliſh reſiding in the ſaid River, ſhould be orderly governed, and carried on in a Way of Peace for their common Good in civil Concernments.

THE Court taking the Premiſſes into due & ſerious Conſideration, did conſtitute, authorize & commiſſionate Mr. *Thomas Prince*, one of the honoured Magiſtrates of this Juriſdiction, *with full and ample Power to ſummon all and every of the Inhabitants as he ſhall ſee meet, dwelling within the aforeſaid River of Kennebeck* unto ſome convenient Place; to receive from him ſuch Inſtructions and Orders extant, which he hath received from the aforeſaid General Court, the full Power to require their Obſervance of; with full Power alſo, to aſſemble unto himſelf any other Perſon or Perſons whatſoever to be aſſiſtant unto him in the Premiſſes."

In Conſequence of this, ſeveral " *Inſtructions* from the General Court were given to *Thomas Prince*, Eſq; commiſſionated for the erecting ſome orderly Government amongſt the Inhabitants of the River of *Kennebeck.*" viz.

I. *That* upon their Appearance at his Summons, he tender and require them to take the Oath of Fidelity for the State of *England* and this preſent Government of New-Plymouth.

II. *That* he acquaint them with the Body of Laws of this Government; our Intention being not to expect their ſtrict Obſervance of every Thing peculiar to our ſelves; but conſidering the Diſtance of the Place, we do allow them Liberty to make Choice of ſuch to be Aſſiſtant to our Commiſſioner as he ſhall approve of for the making ſuch further Orders as may beſt conduce to their Welfare.

III. THAT *none be allowed for Inhabitants there, but ſuch as will take the Oath of Fidelity as aboveſaid.*

IV. *That* ſuch Perſons only as have taken the ſaid Oath of Fidelity ſhall act in the Choice of ſuch as may be aſſiſtant to our Commiſſioner as aforeſaid, in the making and executing ſuch Orders as may be thought fit to be eſtabliſhed among them, and the ſaid Aſſiſtants to act as if they were actually Freemen for the preſent, until further Order be taken. Then follows,

" The Oath to be taken of all ſuch Inhabitants as ſhall be allowed to reſide in the Liberties of this Government at the River *Kennebeck.*

" YOU ſhall be true and faithful to the State of England, as it is now eſtabliſhed; and whereas you chooſe at preſent to reſide within the Government of New-Plymouth, you ſhall not do, or cauſe to be done, any Act or Acts directly or indirectly by Land or Water, that ſhall or may tend to the Deſtruction or Overthrow of the Whole or Part of this Government, that ſhall be ordered, erected or eſtabliſhed; but ſhall contrarywiſe hinder, oppoſe and diſcover ſuch Intents & Purpoſes as tend thereunto, to thoſe that are in Place for the Time being; that the Government may be informed thereof with all convenient Speed: You ſhall alſo ſubmit, and obſerve all ſuch good and wholſome Laws, Ordinances and Officers as are, or ſhall be eſtabliſhed within the ſeveral Limits thereof." *So help you GOD.*

" By

" By Virtue of this Commiſſion the " ſaid *Thomas Prince* iſſued out a Warrant directed to the Marſhal of New-Plymouth, bearing Date the 15th of *May* 1654, requiring the Inhabitants upon the ſaid River *Kennebeck*, to make their perſonal Appearance at the Houſe of *Thomas Aſhley* at *Merry-Meeting*, upon the 23d of that preſent Month; at which Time and Place the People generally aſſembled: and after publiſhing the aforeſaid Authority the Inhabitants hereunder written, have taken the Oath of Fidelity, viz. *Thomas Purchaſe*, Gent. &c.

" At the ſame Meeting Mr. *Thomas Purchaſe* was choſen by the Perſons above-named, and approved by Mr. *Thomas Prince*, to be an Aſſiſtant, and an Oath adminiſtred to him: And at the ſaid Meeting Mr. *Prince* hath declared Lieut. *Thomas Southworth*, now reſiding at *Cuſhenage* (or Cuſhnoc) upon the ſaid River to be alſo inveſted into the ſame Power and Authority, to be Aſſiſtant unto the Government in this Part of the Juriſdiction of New-Plymouth.— At the ſame Time *Thomas Aſhley* was choſen Conſtable, and ſworn to the Execution of his Office."

The *Council of Plymouth* in their Patent to *the Colony of Plymouth*, granted to ſaid Colony as far as was in their Power, the Juriſdiction of the Lands conveyed; in Manner following, *viz.* " ALSO it ſhall be lawful and free for the ſaid *William* " *Bradford*, his Aſſociates, his Heirs, Aſſigns, at all Times hereafter to incorporate " by ſome uſual and fit Name & Title, him or themſelves, or the People there inha- " biting under him or them, with Liberty to them & their Succeſſors from Time " to Time to frame and make Orders, Ordinances and Conſtitutions, as well for " the better Government of their Affairs here, and the receiving or admitting any " to his or their Society, as alſo for the better Government of his or their People " and Affairs in *New-England*, or of his and their People at Sea, in going thither " or returning from thence; and the ſame to put in Execution, or cauſe to be " put in Execution by ſuch Officers and Miniſters as he and they ſhall authorize " and depute; provided that the ſaid Laws and Orders be not repugnant to the " Laws of *England*, or the Frame of Government by the ſaid Preſident and " Council hereafter to be eſtabliſhed."

But the ſaid *Council*'s Power not extending to grant Juriſdiction in ſo full a Manner as they deſired; the *Plymouth Colony* procured a Confirmation thereof from the *King* (*Charles* I:) which Confirmation miſcarry'd, and for that Reaſon, and becauſe of their Remoteneſs from Plymouth, " and their Paucity and Fewneſs, the Inhabitants of Kennebeck had not hitherto, viz. till 1654. enjoyed the Benefit of Government." Wherefore, on receiving Letters Patent from the *Court of Parliament* and *Council of State* " requiring that ſuch due Courſe ſhould be taken as that the *Engliſh* reſiding in ſaid *Kennebeck* River, ſhould be orderly governed;" the *Plymouth Colony* commiſſioned Mr. *Thomas Prince* to ſet up a Government there, " with full " and ample Power to ſummon all, and every the Inhabitants of *Kennebeck*, to re- " ceive from him ſuch Inſtructions & Orders as he had received from the General " Court of *Plymouth*:" In Conſequence hereof he ſummon'd the ſaid Inhabitants to aſſemble *at Merry-Meeting Bay*, who having taken the Oath of Fidelity required, choſe Mr. *Thomas Purchaſe*, and Mr. *Thomas Southworth* (which laſt reſided at *Cuſhnage*) Aſſiſtants; and *Thomas Aſhley* Conſtable: And thus a Government was eſtabliſhed, *—eſtabliſhed by and dependent on the Colony of Plymouth, and extending down to the Sea.*

The

The aforeſaid Letters Patent not only confirmed the Juriſdiction granted by the *Plymouth-Council* to the *Colony of Plymouth*, of *Kennebeck*, but confirmed alſo their former Liberty of Trade there, and enlarged it.—

This was a neceſſary Thing for the *Colony* to procure, as their Trade had been interrupted by ſundry Perſons ſitting down above *Toconnoc*, where they endeavoured in Oppoſition to the Colony, to force a Trade with the Indians.

Thus their Government and Trade *at Kennebeck* was confirmed.— A Government and Trade including the *whole of Kennebeck River*, and conſequently the lower Part thereof next the Sea.

As therefore it was anciently underſtood by thoſe who were in the Neighbourhood of the *Colony of Plymouth*, that the ſaid *Colony's* Patent-Tract on *Kennebeck*, extended down to *the Sea.*

As the *Plymouth Colony* were long in the Poſſeſſion of *Kennebeck* River and the Trade thereof; and looked on themſelves as having a Right to both (as high up as ſaid River was inhabited) excluſive of all others.

As none were allowed to be Inhabitants *at Kennebeck*, but ſuch as would take the Oath of Fidelity to Plymouth.

As their Trade and Government at *Kennebeck* did manifeſtly extend down to the Sea. And,

As the *Brunſwick Proprietors* have produced no Arguments but what have been proved either good forNothing, or to turn againſt them. There can be no Room to doubt *that the ſaid Patent-Tract on Kennebeck does really extend down to the Sea.*

The *Brunſwick Proprietors* have hitherto acted *offenſively*; but they have acquitted themſelves very poorly: Let us now ſee how manfully they can behave *on the defenſive.*

VIII. They endeavour to prove that the Laws which we have produced reſpecting Purchaſes from the Indians (excepting that of *William* III.) are impertinent to the Purpoſe for which we produced them.

In our Remarks we took Notice "that the Deeds by which Sir *Byby Lake* and "others claim the ſaid two Tracts upon *Kennebeck-River*, are ſuperſeded by the "Patent & IndianDeeds to theColony of *Plymouth*." And ſaid, "but ſuppoſing "the *Plymouth Company* had no ſuch Patent or Deeds, it might be aſked with "great Propriety "What Right Sir *Byby Lake* and Company can have in ſaid "Lands by Virtue of their Indian Deeds?" And the proper Anſwer would be, "None at all:" For the Laws of *Plymouth Colony*, *Maſſachuſetts Colony*, and *the* "*Province of the Maſſachuſetts Bay*, after the Union of the ſaid Colonies, utterly "invalidate and make null & void all privatePurchaſes of Lands from the*Indians*, "without the Approbation of the General Court of each Colony reſpectively firſt "obtained. As therefore the Indian-Deeds to *Lawſon*, under whom Sir *Byby* and "Company Claim, were never approbated by any General Court, they muſt of "Courſe be utterly null and void" And then refer'd to the Laws of the ſaid "Colonies and Province relative to this Matter, annexed thereto.

To which they Anſwer "That the Laws which they have produced reſpecting "*Purchaſes from the Indians*, except that of 13 *Will.* III. are all idle & impertinent,

"and

" and not in the leaſt to thePurpoſe for which they produced them. For theſeLaws " were made for the ſetling the Titles of the Indians to the Lands in thoſe ſeveral " *Juriſdictions* or *Governments* where the ſaid Laws were made, and thoſeLands in " the Eaſtern Parts, now held under *Lawſon*, &c. were neither in the Colony of " the *Maſſachuſetts-Bay*, nor in the Colony of *Plymouth*; nor did either of the ſaid " Colonies exerciſe any *Juriſdiction in* thoſe Parts at thoſe Times, except what the " Colony of *Plymouth* ſet up, by Virtue of the Authority which they pretended " to have derived from *the Council of State*, in the Time of *the Uſurpation*; and if " they can produce this Authority, ſuch as it is, let them do it, and make the moſt " of it, for at preſent we have only their bare Word, that they ever had any ſuch " Authority."— The Sum of their Argument is this " Theſe Laws could only take Place within the Juriſdictions or Governments where they were made; but the Lands in Queſtion were not within thoſe Juriſdictions: therefore theſe Laws could not take Place with Regard to thoſe Lands."— The ſecond Part or Minor of this Argument we deny, for we ſay thoſe Lands were within the Juriſdiction of *Plymouth*; and to prove it we have produced the Plymouth Patent (tho' they ſay they have only our bare Word for it) which was confirmed by the KING, and which grants the Juriſdiction of the Land convey'd in the moſt expreſs Manner: and we have produced printed atteſted Copies of Extracts from the Records of *Plymouth*, by which it appears that Juriſdiction was exerciſed within the Lands in Queſtion: and this Juriſdiction they acknowledge the Exerciſe of, tho' they ſay (to make it ſeem illegal) that it was only by Virtue of the Authority derived from the *Council of State*, in the Time of the *Uſurpation*: And ſuppoſing it was (tho' we don't grant it) there is noReaſon to think that what was done inConſequence thereof, will ever be made void; as no Act of Council or Parliament made during the *Uſurpation* has ever been (meerly for that Reaſon) made void.— The Plymouth Laws therefore are ſo far from being impertinent to the Purpoſe for which we produced them, that they make void in the moſt effectual Manner all Indian Deeds for Lands within their Juriſdiction; and conſequently the Indian Deeds to *Lawſon*, and to the *Predeceſſors of the Brunſwick Proprietors* (ſo far as they convey Lands within the Juriſdiction of the late Colony of Plymouth) muſt be void.— But on the Suppoſition thoſe Laws are impertinent; we are able to prove the Nullity of the ſaid *Indian* Deeds by a *Law of the Province of the Maſſachuſetts-Bay*, made in the 13 *Will.* III. which they acknowledge to be pertinent to the Purpoſe for which we produced it. The Law runs thus.

" *WHEREAS* the Government of the late Colonies of the *Maſſachuſetts-Bay* and *New Plymouth*; to the Intent the native Indians might not be injured or defeated of their juſt Rights and Poſſeſſions, or be impoſed on or abuſed in ſetling and diſpoſing of their Lands; and thereby deprive themſelves of ſuch Places as were ſuitable for their Settlement and Improvement; did by an Act & Law paſſed in the ſaid Colonies reſpectively many Years ſince, *inhibit and forbid all Perſons purchaſing any Lands of the Indians, without the Licence and Approbation of the General Court*: notwithſtanding which ſundry Perſons for private Lucre have preſumed to make Purchaſes of Lands from the Indians, not having any Licence or Approbation as aforeſaid for the ſame, to the Injury of the Natives, and great Diſquiet and

Diſturbance

The aforesaid Letters Patent not only confirmed the Jurisdiction granted by the *Plymouth-Council* to the *Colony of Plymouth*, of *Kennebeck*, but confirmed also their former Liberty of Trade there, and enlarged it.—

This was a necessary Thing for the *Colony* to procure, as their Trade had been interrupted by sundry Persons sitting down above *Toconnoc*, where they endeavoured in Opposition to the Colony, to force a Trade with the Indians.

Thus their Government and Trade *at Kennebeck* was confirmed.— A Government and Trade including the *whole of Kennebeck River*, and consequently the lower Part thereof next the Sea.

As therefore it was anciently understood by those who were in the Neighbourhood of the *Colony of Plymouth*, that the said *Colony's* Patent-Tract on *Kennebeck*, extended down to *the Sea.*

As the *Plymouth Colony* were long in the Possession of *Kennebeck* River and the Trade thereof; and looked on themselves as having a Right to both (as high up as said River was inhabited) exclusive of all others.

As none were allowed to be Inhabitants *at Kennebeck*, but such as would take the Oath of Fidelity to Plymouth.

As their Trade and Government at *Kennebeck* did manifestly extend down to the Sea. And,

As the *Brunswick Proprietors* have produced no Arguments but what have been proved either good forNothing, or to turn against them. There can be no Room to doubt *that the said Patent-Tract on Kennebeck does really extend down to the Sea.*

The *Brunswick Proprietors* have hitherto acted *offensively*; but they have acquitted themselves very poorly: Let us now see how manfully they can behave *on the defensive.*

VIII. They endeavour to prove that the Laws which we have produced respecting Purchases from the Indians (excepting that of *William* III.) are impertinent to the Purpose for which we produced them.

In our Remarks we took Notice " that the Deeds by which Sir *Byby Lake* and " others claim the said two Tracts upon *Kennebeck-River*, are superseded by the " Patent & IndianDeeds to theColony of *Plymouth.*" And said, " but supposing " the *Plymouth Company* had no such Patent or Deeds, it might be asked with " great Propriety " What Right Sir *Byby Lake* and Company can have in said " Lands by Virtue of their Indian Deeds?" And the proper Answer would be, " None at all:" For the Laws of *Plymouth Colony*, *Massachusetts Colony*, and *the* " *Province of the Massachusetts Bay*, after the Union of the said Colonies, utterly " invalidate and make null & void all privatePurchases of Lands from the*Indians*, " without the Approbation of the General Court of each Colony respectively first " obtained. As therefore the Indian-Deeds to *Lawson*, under whom Sir *Byby* and " Company Claim, were never approbated by any General Court, they must of " Course be utterly null and void." And then refer'd to the Laws of the said " Colonies and Province relative to this Matter, annexed thereto.

To which they Answer " That the Laws which they have produced respecting " *Purchases from the Indians*, except that of 13 *Will.* III. are all idle & impertinent,

" and

" and not in the leaſt to thePurpoſe for which they produced them. For theſeLaws " were made for the ſetling the Titles of the Indians to the Lands in thoſe ſeveral " *Juriſdictions* or *Governments* where the ſaid Laws were made, and thoſeLands in " the Eaſtern Parts, now held under *Lawſon*, &c. were neither in the Colony of " the *Maſſachuſetts-Bay*, nor in the Colony of *Plymouth*; nor did either of the ſaid " Colonies exerciſe any *Juriſdiction in* thoſe Parts at thoſe Times, except what the " Colony of *Plymouth* ſet up, by Virtue of the Authority which they pretended " to have derived from *the Council of State*, in the Time of *the Uſurpation*; and if " they can produce this Authority, ſuch as it is, let them do it, and make the moſt " of it, for at preſent we have only their bare Word, that they ever had any ſuch " Authority."— The Sum of their Argument is this " Theſe Laws could only take Place within the Juriſdictions or Governments where they were made; but the Lands in Queſtion were not within thoſe Juriſdictions: therefore theſe Laws could not take Place with Regard to thoſe Lands."— The ſecond Part or Minor of this Argument we deny, for we ſay thoſe Lands were within the Juriſdiction of *Plymouth*; and to prove it we have produced the Plymouth Patent (tho' they ſay they have only our bare Word for it) which was confirmed by the KING, and which grants the Juriſdiction of the Land convey'd in the moſt expreſs Manner: and we have produced printed atteſted Copies of Extracts from the Records of *Plymouth*, by which it appears that Juriſdiction was exerciſed within the Lands in Queſtion: and this Juriſdiction they acknowledge the Exerciſe of, tho' they ſay (to make it ſeem illegal) that it was only by Virtue of the Authority derived from the *Council of State*, in the Time of the *Uſurpation*: And ſuppoſing it was (tho' we don't grant it) there is noReaſon to think that what was done inConſequence thereof, will ever be made void; as no Act of Council or Parliament made during the *Uſurpation* has ever been (meerly for that Reaſon) made void.— The Plymouth Laws therefore are ſo far from being impertinent to the Purpoſe for which we produced them, that they make void in the moſt effectual Manner all Indian Deeds for Lands within their Juriſdiction; and conſequently the Indian Deeds to *Lawſon*, and to the *Predeceſſors of the Brunſwick Proprietors* (ſo far as they convey Lands within the Juriſdiction of the late Colony of Plymouth) muſt be void.— But on the Suppoſition thoſe Laws are impertinent; we are able to prove the Nullity of the ſaid *Indian* Deeds by a *Law of the Province of the Maſſachuſetts-Bay*, made in the 13 *Will.* III. which they acknowledge to be pertinent to the Purpoſe for which we produced it. The Law runs thus.

" *WHEREAS* the Government of the late Colonies of the *Maſſachuſetts-Bay* and *New Plymouth*; to the Intent the native Indians might not be injured or defeated of their juſt Rights and Poſſeſſions, or be impoſed on or abuſed in ſetling and diſpoſing of their Lands; and thereby deprive themſelves of ſuch Places as were ſuitable for their Settlement and Improvement; did by an Act & Law paſſed in the ſaid Colonies reſpectively many Years ſince, *inhibit and forbid all Perſons purchaſing any Lands of the Indians, without the Licence and Approbation of the General Court*: notwithſtanding which ſundry Perſons for private Lucre have preſumed to make Purchaſes of Lands from the Indians, not having any Licence or Approbation as aforeſaid for the ſame, to the Injury of the Natives, and great Diſquiet and

Diſturbance

Disturbance of many of the Inhabitants of this Province in the peaceable Poſſeſſion of their Lands and Inheritances lawfully acquired :

Therefore *for the vacating of ſuch illegal Purchaſes*, and preventing the like for future : *Be it enacted, &c.* That all Deeds of Bargain, Sale, Releaſe, or Quit-Claim, Titles and Conveyances whatſoever, of any Lands, Tenements or Hereditaments WITHIN THIS PROVINCE, as well for Term of Years as forever, had, made, gotten, procured or obtained, from any *Indian* or *Indians*, by any Perſon or Perſons whatſoever, *at any Time or Times ſince the Year of our Lord One Thouſand ſix Hundred thirty three*, without the Licence or Approbation of the reſpective General Courts of the ſaid late Colonies, in which ſuch Lands, Tenements or Hereditaments lay, &c. ſhall be deemed and adjudged in the Law to be null, void and of none Effect.

Provided nevertheleſs, and it is notwithſtanding hereby enacted and declared, That all ſuch Purchaſes, Releaſes and Titles heretofore had or obtained from any *Indian* or *Indians*, by any Town or Perſon whatſo ver, of any Lands or Hereditaments which ſuch Town or Perſon *alſo* hold and enjoy, by Virtue of any Grant or Title made or derived by or from the General Court, of either of the Colonies aforeſaid, &c. ſhall be and hereby are excepted out of this Act, and be held for good and valid in the Law : any Thing herein contained notwithſtanding.

Provided alſo, That if any Perſon or Perſons or Town in this Province *to the Eaſtward of Piſcataqua River* have heretofore purchaſed or obtained any Indian Deed or Title for any Lands, Tenements or Hereditaments *in thoſe Parts*, or if any Perſon or Perſons have heretofore purchaſed or obtained any Indian Deed or Title for any Lands Tenements or Hereditaments in the Iſland of *Capawack*, alias *Martha's Vineyard*, or the Dependencies thereof, now known by the Name of *Duke's County*, or in the Iſland of *Nantuckett*, FOR FURTHER CONFIRMATION OF THEIR OTHER LAWFUL TITLES AND POSSESSIONS ; This Act or any Thing therein contained, ſhall not extend or be conſtrued to extend in any wiſe to vacate or make void SUCH Indian Deed or Title : Any Thing herein contained to the contrary notwithſtanding."

Here it is plain that all Deeds obtained from the *Indians* of Lands WITHIN THIS PROVINCE *at any Time ſince the Year* 1633, without the Approbation of the reſpective General Courts of the ſaid Colonies ſhall be adjudged in Law null and void. Now, they can't pretend to ſay, that the Lands deſcribed in *Lawſon's Indian Deeds*, dated 1649 and 1653, and in *Wharton's Indian Deed*, dated 1684, are not now *within this Province*, or were not at the Time this Law was made, viz. in 1701 *within this Province*. This Law therefore abſolutely nullifies the ſaid Indian Deeds, and cuts off all Pretenſions which Sir *Byby Lake* and Company, and the *Brunſwick Proprietors* have to thoſe Lands by Virtue of ſaid Indian Deeds.

But let us ſee what they have objected to this, " All the Purchaſes (ſay they) " made by thoſe under whom Sir *Byby* and Company claim, have been approba- " ted by the *Government of the Maſſachuſetts-Bay* ; and this they ſhew themſelves " in the aforeſaid Act of 13th of *Will.* III, which they have annexed to their " Remarks ; and therefore why they ſhould ſet out with reciting the Laws of the " old Colony of *Plymouth* &c. to invalidate all Purchaſes of Lands from the In-

" dians,

" dians, and conclude with the Act of *Will.* IIId, wherein there is a *Proviſo*, " which deſtroys all the foregoing Laws ſo far as they relate *to Lands to the Eaſt-* " *ward of Piſcataqua*, where all thoſe Lands purchaſed by *Lawſon* &c. lay, we " cannot conceive, &c." " We think therefore that theſe Laws require no other " Anſwer beſides what we have offer'd above, than a bare Tranſcript of ſaid *Pro-* " *viſo* in the Words following, namely, " *Provided alſo*, that if any Perſon or " Perſons or Town in this Province *to the Eaſtward of Piſcataqua River* have " heretofore purchaſed or obtained any Indian Deed or Title for any Land, Tene- " ments or Hereditaments in thoſe Parts, this Act or any Thing therein contained, " ſhall not extend or be conſtrued to extend, to vacate or make void ſuch Indian " Deed or Title; any Thing herein contained to the contrary notwithſtanding." And then obſerve, This muſt ſhow *their profound Ignorance*, or *ſomething worſe.*"

How accurately they have tranſcribed the *Proviſo* will appear by comparing their Tranſcript of it with the Original, or with the Copy we have taken of it from the Province Law-Book. They have not tranſcribed more than Half of it; and have intirely omitted the moſt eſſential Part of it; viz. The Words, " FOR FURTHER CONFIRMATION OF THEIR OTHER LAWFUL TITLES AND POSSESSIONS." If theſe Words had been inſerted in *their* Tranſcript of the Proviſo, in their proper Place, they would have ſhewn that ſaid Proviſo did not extend to, or comprehend ſuch Deeds as thoſe above mentioned, but only *ſuch Indian Deeds as have been obtained FOR FURTHER CONFIRMATION OF LAWFUL TITLES.*

Let *their* Tranſcript be read with the Addition of thoſe *eſſential Words*, and this will appear the genuine natural Conſtruction of it. Thus " *Provided alſo*, That if " any Perſon or Perſons or Town in this Province, *to the Eaſtward of Piſcataqua* " *River*, have *heretofore* purchaſed or obtained any *Indian Deed*, or Title for any " Lands, Tenements, or Hereditaments in theſe Parts FOR FURTHER CON- " FIRMATION OF THEIR OTHER LAWFUL TITLES; this Act or " any Thing therein contained ſhall not extend, or be conſtrued to extend to va- " cate or make void ſuch *Indian* Deed or Title, any Thing herein contained to the " contrary notwithſtanding."

It appears then they had no Right to ſay " That all the Purchaſes made by thoſe under whom Sir *Byby* and Company claim, have been approbated by the Government of the *Maſſachuſetts-Bay*, which is ſhewn in the aforeſaid Act of 13th *Will.* IIId; nor that the ſaid *Proviſo* deſtroyed all the Laws refer'd to in *our* Remarks, ſo far as they relate *to Lands to the Eaſtward of Piſcataqua*; nor that theſe Laws require no other Anſwer than a bare Tranſcript of ſaid Proviſo: But the contrary of all this appears; and it appears alſo that they had no Reaſon to accuſe *us of profound Ignorance or ſomething worſe.*—We heartily wiſh in return for their Compliment, that there was the leaſt Room to impute this unveil'd, bare-faced Perverſion of Truth to *their profound Ignorance*; but even that *Charity which believeth all Things*, will not allow any one to believe, but that it proceeded from ſomething *worſe than Ignorance.*

Thus we have gone thro' and reply'd to *their Anſwer* to *our Remarks*, and ſhewn (beſides other Things leſs material) That their Conſtruction of the *Plymouth* Patent

is *unnatural*, *ungrammatical* and *againſt Reaſon*; and that the Evidence they have produced reſpecting the Boundaries of thePatent-Tract amounts to nothing at all. And laſtly, that the Deeds by which they and others claim the *Pejepſcot* Lands &c. are null and void.

It remains only to take Notice of ſeveral Things they have ſaid in the two laſt Pages of their Performance.

1ſt. They ſay they have fully anſwer'd what we charged upon their Plan and Extracts, *viz.* That they make a ridiculous Appearance, as they neither defend the *Pejepſcot Claim*, nor even ſhew what it is; but are wholly taken up in the Defence and Illuſtration of a Claim oppoſite thereto.

In our Remarks we ſaid, "One Inquiry remains which reſpects the *Brunſwick* "*Proprietors* themſelves, who are Part of the Pejepſcot Company. Why do they "endeavour to eſtabliſh *Lawſon*'s Claim, when it interferes with their own?— "Their own (which is by Vertue of *Savage*'s Deed above mention'd) takes in all "the Lands on the Weſt Side of *Kennebeck* nearly as high as *Norridgwalk*, and "ſo includes one Half of *Lawſon*'s, which ſo far as they eſtabliſh *his*, diminiſhes "*theirs*. One would think, if they had a good Title to thoſe Lands, they would "have oppoſed *it*, rather than *Lawſon*'s to the Plymouth Claim; eſpecially as the "Confirmation of *Lawſon*'s muſt be at the Expence of *their own*; and that they "would not be ſo forward to give up ſo conſiderable a Tract, if they had any O- "pinion of their Title. However, to make their Situation better, they inliſt "under *Lawſon*; but his Cauſe has been proved to be as bad as their own. Vain "therefore are all their Efforts; one Fate muſt attend them both. They muſt "both give Way to the *Plymouth Company*, and be loſt in that: which the Event "we doubt not, will demonſtrate.

Inſtead of producing *their* Title, or giving any Reaſon why they endeavour to eſtabliſh *Lawſon*'s Claim when it interferes with their own, they only ſay, "It is "obſervable here that the *Pejepſcott Company* and thoſe who hold under *Lawſon* "muſt be attended by the ſame Fate; they muſt both give Way *TO the Ply-* "*mouth Company* and be loſt in *that*, not TO theirRight, but TO *them*. This is "agreable to what they have always threatned, when they have boaſted of their "Riches; by which they deſign to bear down, and cruſh all who oppoſe their "Views: But we are very thankful that we do not find our ſelves in the leaſt in- "timidated with ſuch Menaces, eſpecially when we conſider that Juſtice is not "to be bought, but is equally and impartially diſtributed; and while this is the "Caſe, we doubt not but we ſhall be able to reſiſt the Weight of their Purſes, "and the infinitely leſs Weight of their Arguments.

Who beſides the *Brunſwick Proprietors* could make ſo *long* a Note on the ſhort Word TO?—They certainly can produce a great deal out of a little, and have given abundant Proof of their Abilities in this Way.—To *eight* Pages they have produced near *Forty*, in Anſwer; to the Monoſyllable TO, they have produced half a Page in Anſwer; and from Deeds *good for Nothing* have produced a Claim to a Tract of Land of ſome *Hundred Thouſands of Acres*. What then are we to expect from ſuch prolifick Heads, when they come to Anſwer *this Reply!*

To

To be ſerious,

As they talk of "Weight of Arguments," one might expect to have found ſomething to the Purpoſe here with Regard to *their*'s and *Lawſon*'s interfering Claims; but not a Word of them—they were ſo intent on the Particle TO, that they wholly overlook'd them.

We may repe t then with great Propriety what we ſaid in our Remarks "that their Plan and Extracts make a ridiculous Appearance," and may now add with equal Propriety, that their Anſwer to ſaid Remarks is as ridiculous as their Plan and Extracts; and for the ſame Reaſon, becauſe it neither defends the *Pejepſcot* Claim, nor even ſhews what it is.

As to what they ſay about the Riches of the Plymouth Company, "*that by them they deſign to bear down & cruſh all who oppoſe their Views*," it is utterly falſe, and it is as low as falſe. We depend only on that *Juſtice which is not to be bought, but is equally and impartially diſtributed.*— With Reſpect to the *Brunſwick Proprietors* our Opinion is, that they are generally Perſons in good Circumſtances, but if we were to judge *of the Weight of their Purſes, by the Weight of their Arguments*, we ſhould look upon them as Bankrupts.

2dly. They would appear very ſollicitous about the Good of the Province which *they apprehend in Danger*, from our ſetling Strangers within our Tract. For ſay they, "We can't but expreſs the greateſt Concern, when we obſerve them make "a Stale of the Good of the Province in ſetling the Eaſtern Parts of it: Can it "poſſibly be for the Good of the Province to endeavour to ſettle poor Strangers "and Foreigners upon Lands, the Title of which is controverted? And *if* in "Proceſs of Time, theſe Foreigners ſhall be ejected off theſe Lands whereon the "Plymouth Company have placed them, *which is at leaſt a poſſible Suppoſition*, who "will they expect any Recompence from? From the Plymouth Company moſt "certainly. For nothing can be more equal, than that thoſe who have wounded "them ſhould heal them; and who, who can recompence the Province *upon the* "*aforeſaid Suppoſition?* The Government ſeem inclined to encourage Foreigners "to come among us, and ſettle our waſte Land; *and in the Caſe above (ſuppoſed)* "where will the Odium fall? on the *Plymouth Company* or on the *Province?* On "the Province without Queſtion: And will this be an Encouragement to Stran-"gers to come among us? No, but the greateſt Diſcouragement imaginable; nay, "will abſolutely put a Stop to their coming. This we imagine is a Matter of that Moment, as to demand the ſerious Conſideration of the Publick."

We can't but pity thoſe poor Gentlemen in their great Diſtreſs — they ſeem wholly involved in Melancholy and ill-boding Fears about the Good of the Province and the poor Foreigners.— This muſt proceed from ſome ill-habit of Body, which makes every Thing appear gloomy and of a duſky Hue: tho' it indicates a Benevolence of Mind to be affected with the Miſeries of our Fellow-Creatures, whether real or apprehended only.— From this noble Principle it *doubtleſs* is that their Diſtreſs originates: But like good Phyſicians we will miniſter to their Relief to the utmoſt of our Power: and it may poſſibly have a happy Effect upon them to let them know that their Diſquietude is grounded all along upon *a meer Suppoſition only*. They may make themſelves perpetually uneaſy, if they ſuffer their Diſorder

to operate in this Way—let them but *suppoſe* the contrary to what they have *ſuppoſed* above, and the Scene immediately brightens, the Clouds diſappear—the Province is ſecure, and the poor Foreigners provided for.——

3dly and laſtly. They conclude (as they began and held on) with very rude Language.

"*The Plymouth-Company* (ſay they) as well as their Neighbours are under the "greateſt Obligations to *Providence*, that has put it out *of their* Power to incur "the *Curſe* denounced againſt *thoſe who remove their Neighbours Land-Mark.*—As "they have already made *themſelves the Jeſt and Contempt of all Men of Senſe and* "*Probity, by their abominable Miſbehaviour*, AND BY THE PUBLICATION OF THEIR "REMARKS, ſo we make not the leaſt Doubt, but e're long *they will be mocked and* "*derided by the loweſt of the People.*"

Here it is ſtrongly inſinuated, that the *Plymouth* Company whenever they have it in their Power, have it in their Inclination *to remove their Neighbours Land-mark.* What is this but making them *firſt Rate Villains?* For a worſe Reflection they cannot make upon *Villains of the firſt Rate.*

We really believe they were under ſome diſorder of Mind when they writ this; for there is not a Man of them (we are perſwaded) in his ſober Hours, that even entertains ſuch an Opinion of the *Plymouth* Company: it becomes us therefore rather to pity them, than to recriminate.

We can eaſily account for their expreſſing themſelves warmly, and for their being angry, and they themſelves have helped us to account for it, "*by the Publication of our Remarks:*" But this Inſolence—this Outrage is abſolutely unaccountable any other Way than by the Diſorder of their Minds, unleſs we ſuppoſe them (which we by no Means do) to be very great *Villains:* for none but ſuch, or ſuch whoſe Minds are diſcompoſed, could give ſo *villainous* a Character of the *Plymouth Company.*

The *Plymouth Company* are not ſolicitous about their Character; they are content the World ſhould judge of it, even without denying the Charge brought againſt them above; *for* if it be juſt, all they can ſay will not be ſufficient to wipe off the *Odium* it muſt bring upon them: and if it be unjuſt, it will be utterly diſregarded.

To conclude; It is our earneſt Wiſh that the *Brunſwick Proprietors* may be reſtored to *Soundneſs of Mind*, and *Uprightneſs of Intention*; and *then* we may be aſſured, that the World will be troubled with no more of their *trifling* and *ill-intentioned* Performances.

31 DEC3

Boſton, September 5th 1753.

AT a Meeting of the Proprietors of the *Kennebeck* Purchaſe from the late Colony of *Plymouth*:

Voted, That the foregoing REPLY be printed.

Thomas Marſhall, Prop. Cler.

ERRATA.

PAge 16. line 14. for *ſold*, read *held*, P. 24 l. 19 & 20, in ſome Copies, r. *delineated.* 22 l. of ſame P. after *Plymouth Colony*, inſert *and.* Other Miſtakes the Reader is deſired to correct.